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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

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☐ MAIL

(Business Entity Name)

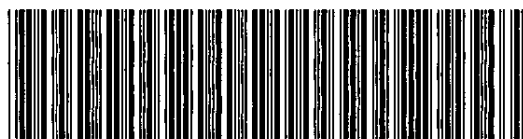
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

8/4/15

CHARLES D. WILDER, J.D.; LL.M. (TAX)  
ATTORNEY AT LAW  
BOARD CERTIFIED IN WILLS, TRUSTS & ESTATES  
FLORIDA CIVIL LAW NOTARY



MELISSA M. PARKER, J.D.  
ATTORNEY AT LAW

NICHOLAS J. RUBINO, J.D.  
ATTORNEY AT LAW - OF COUNSEL

159 Lookout Place - Suite 101 - Maitland, FL 32751 - Phone: 407-647-PLAN (7526) - Fax: 407-644-2194 - [www.epllc-plc.com](http://www.epllc-plc.com)

July 30, 2015

Florida Department of State  
Division of Corporations  
Registration Section  
2661 Executive Center Cr.  
Tallahassee, FL 32314

Via - FedEx

Re: Master Pug, LLC Formation

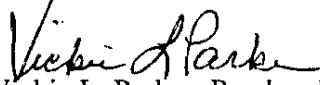
Dear Sir or Madam:

Enclosed please find an original and one copy of the Articles of Organization for Master Pug, LLC and our firm check in the amount of \$125.00 for the filing fee. Please return a file stamped copy in the envelope provided. The effective date of this entity is to be August 1, 2015.

If you have any questions regarding this matter, please do not hesitate to contact the undersigned at 407-647-7526 or via email at [vparker@epllc-plc.com](mailto:vparker@epllc-plc.com).

Sincerely,

ESTATE PLANNING AND LEGACY LAW CENTER, PLC

  
Vickie L. Parker, Paralegal to  
Charles D. Wilder

/vlp

Enclosures

FILED  
15 JUL 31 PM 4:10  
NOTARY OF STATE  
TALLAHASSEE, FLORIDA

2015 JUL 31 PM 4:10

EFFECTIVE DATE 08/01/15

**Articles of Organization  
of the  
Master Pug, LLC**

FILED  
15 JUL 31 PM 4:10  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**A Florida Limited Liability Company**

**Section 1.01 Introduction and Preliminary Statements**

The undersigned Organizer desires to form a limited liability company under the Laws of the State of Florida by delivering these Articles of Organization in duplicate to the Secretary of State of the State of Florida, in accordance with Florida Revised Limited Liability Company Act (the *Act*).

**Section 1.02 Name**

The name of the limited liability company, referred to as the *Company*, is:

Master Pug, LLC, a Florida Limited Liability Company

**Section 1.03 Effective Date**

The effective date of the Company shall be August 1, 2015.

**Section 1.04 Duration**

The Company will perpetually exist from the filing date of these Articles of Organization with the Secretary of State of the State of Florida, unless dissolved according to law.

**Section 1.05 Purpose**

The Company is organized to conduct any lawful business or investment activities, and to exercise all of the powers, rights, and privileges granted to a limited liability company organized under the Act.

**Section 1.06 Principal Place of Business**

The Company's principal place of business is:

Physical Address:  
2512 Lake Shore Dr.  
Orlando, FL 32803

Mailing Address:  
Mr. and Mrs. Michael D. Rodgers  
2512 Lake Shore Drive  
Orlando, Florida 32803

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TALLAHASSEE, FLORIDA

**Section 1.07 Registered Agent and Registered Office**

The initial Registered Agent's name is Melissa M. Parker, of the Estate Planning and Legacy Law Center, PLC and the original registered addresses are as follows:


Physical Address:  
159 Lookout Place  
Suite 101  
Maitland, FL 32751

Mailing Address:  
159 Lookout Place  
Suite 101  
Maitland, FL 32751

**Section 1.08 Registered Agent Consent**

I, Melissa M. Parker, of the Estate Planning and Legacy Law Center, PLC, a natural person and resident of Florida, accept the appointment as Registered Agent of Master Pug, LLC, a Florida Limited Liability Company. I understand that my responsibilities as agent are to receive service of process, notices, and demands; to forward mail; and to notify the Office of the Secretary of State immediately if I resign or if the registered office address changes from the addresses stated above.

Dated: July 29, 2015.

  
\_\_\_\_\_  
Melissa M. Parker

**Section 1.09 Organizer's Name and Address**

Michael D. Rodgers and Anita S. Rodgers, Co-Trustees of the Rodgers Family Trust dated July 29, 2015, 2512 Lake Shore Drive, Orlando, Florida 32803

**Section 1.10 Additional Contributions**

The Operating Agreement specifies the times and amounts of additional contributions to the Company.

### **Section 1.11 Additional Members**

The Company has the right to admit additional Members to the Company under the terms and conditions of the Company's Operating Agreement. Any Member who is later admitted as a Member of the Company will have all of the rights and obligations of an original Member under the Operating Agreement. Any transferee of a Member's Interests in the Company must be treated as an Assignee until that transferee is admitted as an Additional or Substitute Member, if ever, under the Operating Agreement.

### **Section 1.12 Business Continuation**

If a Company Member's membership in the Company is terminated by an event, the remaining Members and Managers of the Company have the right to continue the Company's business under the terms of the Operating Agreement. A terminating event may include the Member's death, disability, retirement, resignation, withdrawal, expulsion, or bankruptcy. If the remaining Members and Managers fail to continue the Company's business according to the terms of the Operating Agreement, the Company must be dissolved and liquidated under the Act and the Operating Agreement.

### **Section 1.13 Operating Agreement and Authority**

To the extent not expressly required by and provided for in the Act, the manner in which the Company conducts its business and affairs, the duties and authority of its Members and Managers, and the rights and obligations of its Members and Managers must be set forth in the Operating Agreement adopted by the initial Members and Managers of the Company. This Operating Agreement may be amended from time to time according to its provisions.

### **Section 1.14 Management**

The Company's Managers will manage the Company's business. The Managers have exclusive authority to act for the Company in all matters. The authorities and duties of the Managers are set forth in the Operating Agreement names and addresses of the initial Managers are:

Michael D. Rodgers  
2512 Lake Shore Drive  
Orlando, Florida 32803

Anita S. Rodgers  
2512 Lake Shore Drive  
Orlando, Florida 32803

### **Section 1.15 Indemnification and Liability**


As determined by the Managers of the Company, the Company may indemnify and advance expenses to a Member, Manager, employee, or agent of the Company in connection with any proceeding, to the extent permitted by applicable laws and statutes, the Act and the Company's Operating Agreement.

### **Section 1.16 Transferability of Interest**

Interest in the Company is nontransferable except as specifically set forth in the Company's Operating Agreement.

Signed on July 29, 2015

Rodgers Family Trust dated July 20, 2015

  
\_\_\_\_\_  
Michael D. Rodgers, Trustee

  
\_\_\_\_\_  
Anita S. Rodgers, Trustee

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15 JUL 31 PM 4:09  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA