

L17000167125

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

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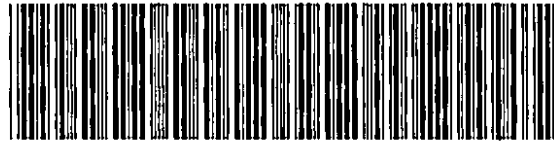
(Business Entity Name)

(Document Number)

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17 OCT 26 PM 3:40

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OCT 26 2017



FLORIDA DEPARTMENT OF STATE
Division of Corporations

October 16, 2017

G. TODD COTTRILL, ESQ
4540 SOUTHSIDE BLVD, STE 202
JACKSONVILLE, FL 32216

SUBJECT: HOME PUNCHOUT, LLC
Ref. Number: L17000167125

We have received your document for HOME PUNCHOUT, LLC and your check(s) totaling \$25.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The registered agent signing and registered agent listed must be same person listed in document.

Agent updated.

If you have any questions concerning the filing of your document, please call (850) 245-6051.

Octavia L Simmons
Regulatory Specialist II

Letter Number: 717A00020855

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TALLAHASSEE, FLORIDA

AMENDED AND RESTATED
ARTICLES OF ORGANIZATION OF
HOME PUNCHOUT, LLC

(A Florida Limited Liability Company)

The original Articles of Organization for Home Punchout, LLC, were filed on August 7, 2017, under Document No. L17000167125. The undersigned, adopts the Amended and Restated Articles of Organization set forth below.

ARTICLE 1

NAME

The name of the limited liability company is Home Punchout, LLC (the "Company").

ARTICLE 2

DURATION

The duration of the Company shall be perpetual.

ARTICLE 3

NATURE OF BUSINESS

The Company is organized for the purpose of transacting any and all lawful business permitted under the Florida Revised Limited Liability Company Act (the "Act").

ARTICLE 4

ADDRESS

The initial principal office address and the initial mailing address of the Company is 6750 Epping Forest Way North, Unit 104, Jacksonville, Florida 32217.

ARTICLE 5

INITIAL REGISTERED AGENT AND REGISTERED OFFICE

The street address of the initial registered office of the Company is 4540 Southside Boulevard, Suite 202, Jacksonville, Florida 32216, attention Brian Whitcomb, and the name of the initial registered agent of the Company at that address is Heekin Law, P.A.

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ARTICLE 6

MEMBERSHIP CERTIFICATES

Each Member's interest in the Company may be evidenced by a membership participation or unit certificate. No Member of the Company may transfer, sell or assign its membership interest in the Company to any other person except as provided for in the Company's Operating Agreement.

ARTICLE 7

INDEMNIFICATION

The Company shall indemnify to the fullest extent permitted under and in accordance with the laws of the State of Florida any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was manager, member, or officer of the Company, or is or was serving at the request of the Company as a manager, member, director, officer, trustee, employee or agent of or in any other capacity with another company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding.

Expenses (including attorneys' fees) incurred by any member, manager, or officer in defending any civil, criminal, administrative or investigative proceeding shall be paid by the Company in advance of the final disposition of such proceeding upon receipt of an undertaking (secured or unsecured as may be determined by the Company) by or on behalf of such member, manager or officer to repay such amount if it shall ultimately be determined that such member, manager or officer is not entitled to be indemnified by the Company as authorized in this Article. Such expenses (including attorneys' fees) incurred by other employees and agents shall also be so paid upon such terms and conditions, if any, as the Company deems appropriate.

Notwithstanding the foregoing, indemnification or advancement of expenses shall not be made to or on behalf of any member, manager, officer, employee, or agent if a judgment or other final adjudication establishes that the actions, or omissions to act, of such member, manager, officer, employee, or agent were material to the cause of action so adjudicated and constitute any of the following:

- (a) A violation of criminal law, unless the member, manager, officer, employee, or agent had no reasonable cause to believe such conduct was unlawful.
- (b) A transaction from which the member, manager, officer, employee, or agent derived an improper personal benefit.
- (c) A distribution in violation of Section 605.0406 of the Act.

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TALLAHASSEE, FLORIDA

(d) Willful misconduct or a conscious disregard for the best interests of the company in a proceeding by or in the right of the Company to procure a judgment in its favor or in a proceeding by or in the right of a Member.

(e) Recklessness, or an act or omission committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property in a proceeding by or in the right of someone other than the Company or a Member.

The indemnification provided by this Article shall continue as to an indemnified person who has ceased to be a member, manager, officer, employee, or agent and shall inure to the benefit of the estate, heirs, personal representatives, beneficiaries, executors and administrators of such person. All rights to indemnification and advances under this Article shall be deemed to be a contract between the Company and each indemnified person at any time while this Article is in effect. Any repeal or modification of this Article or any repeal or modification of relevant provisions of the Act or any other applicable laws shall not in any way diminish the rights to indemnification of such indemnified person or the obligations of the Company arising hereunder for claims relating to matters occurring prior to the repeal or modification.

ARTICLE 8

MANAGEMENT

The Company shall be manager managed in accordance with the Company's Operating Agreement. The initial Manager of the Company shall be:

Brian Whitcomb
4540 Southside Boulevard, Suite 202
Jacksonville, FL 32216

ARTICLE 9

AMENDMENT

The Company reserves the right to amend or repeal any provision contained in these Articles of Organization, and any right conferred upon the members is subject to this reservation.

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IN WITNESS WHEREOF the undersigned has executed these Articles as of the 12th
day of ~~September~~ ^{October}, 2017.

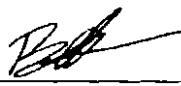
By: 

Brian Whitcomb, Manager

(In accordance with Section 605.0205(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

ACCEPTANCE BY REGISTERED AGENT

Having been named as registered agent and to accept the service of process for the above-stated limited liability company at the place designated in these Articles, BRIAN WHITCOMB hereby accepts the appointment as registered agent and agrees to act in this capacity. BRIAN WHITCOMB further agrees to comply with the provisions of all statutes relating to the proper and complete performance of his/her/its duties, and is familiar with and accepts the obligations of his/her/its position as registered agent as provided for in Chapter 605, F.S.


Brian Whitcomb

Dated: ^{October} ~~September~~ 12, 2017

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