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CORPORATION SERVICE COMPANY  
1201 Hays Street  
Tallahassee, FL 32301  
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 989229 81372A

AUTHORIZATION :

COST LIMIT : \$ 155.0



ORDER DATE : January 2, 2018

ORDER TIME : 12:22 PM

ORDER NO. : 989229-005

CUSTOMER NO: 81372A

DOMESTIC FILING

NAME: LAW VENTURES, LLC

EFFECTIVE DATE:

ARTICLES OF INCORPORATION  
 CERTIFICATE OF LIMITED PARTNERSHIP  
 ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

CERTIFIED COPY  
 PLAIN STAMPED COPY  
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Roxanne Turner - EXT.

EXAMINER'S INITIALS: \_\_\_\_\_

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**ARTICLES OF ORGANIZATION  
OF  
LAW VENTURES, LLC**

The undersigned certify that we have associated ourselves together for the purpose of becoming a limited liability company under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit. We further declare that the following Articles shall serve as the Charter and authority for the conduct of business of the limited liability company.

**ARTICLE I**

**NAME, MAILING ADDRESS AND PRINCIPAL PLACE OF BUSINESS**

The name of the limited liability company shall be Law Ventures, LLC, ("LLC") and its mailing address and street address of the principal office shall be at located at 2800 Ponce de Leon Blvd., Suite 800, City of Coral Gables, County of Miami-Dade, State of Florida 33134, but it shall have the power and authority to establish branch offices at any other place or places as the members may designate. The mailing address shall be the same.

**ARTICLE II**

**REGISTERED OFFICE AND REGISTERED AGENT**

The address of the initial registered office of the LLC is 2800 Ponce de Leon Boulevard, Suite 800, County of Miami-Dade, State of Florida, 33134, and the name of the company's initial registered agent at that address is Enrique Zamora.

**ARTICLE III**

**PURPOSES AND POWERS**

In addition to the powers authorized by the laws of the State of Florida for limited liability companies, the general nature of the business or businesses to be transacted, and which LLC is authorized to transact, shall be as follows:

(1) To engage and conduct business for profit in the State of Florida including, but not limited to, real estate.

(2) In general, to carry on any and all incidental business; to have and exercise all the powers conferred by the laws of the State of Florida, and to do any and all things set forth in these Articles to the same extent as a natural person might or could do.

(3) To purchase or otherwise acquire, undertake, carry on, mortgage, borrow and lend money, improve, or develop, all or any of the business, good will, rights, assets, and liabilities of any person, firm, association, or corporation carrying on any kind of business of a similar nature to that which this LLC is authorized to carry on, pursuant to the provisions

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of these Articles; and to hold, utilize, and in any manner dispose of the rights and property so acquired.

(4) To enter into and make all necessary contracts for its business with any person, entity, partnership, association, corporation, domestic or foreign, or of any domestic or foreign state, government, or governmental authority, or of any political or administrative subdivision, or department, and to perform and carry out, assign, cancel, or rescind any of such contracts.

(5) To do everything necessary, proper, advisable, or convenient for the accomplishment of any of the purposes, or the attainment of any of the objects, or the furtherance of any of the powers set forth in these Articles, either alone or in association with others incidental or pertaining to, or going out of, or connected with its business or powers, provided the same shall not be inconsistent with the laws of the State of Florida.

(6) Any and all lawful business.

The several clauses contained in this statement of the general nature of the business or businesses to be transacted shall be construed as both purposes and powers of this LLC, and statements contained in each clause shall, except as otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other clause. They shall be regarded as independent purposes and powers.

Nothing contained in these Articles shall be deemed or construed as authorizing or permitting, or purporting to authorize or permit the LLC to carry on any business, exercise any power, or do any act which a limited liability company may not, under Florida laws, lawfully carry on, exercise, or do.

#### ARTICLE IV

##### MANAGEMENT

The LLC shall be managed by the Manager. The LLC is a Manager-Managed Company. All decisions and action by the Manager shall be by unanimous decision of the Manager(s).

#### ARTICLE V

##### EXERCISE OF POWERS

All LLC powers shall be exercised by or under the authority of the Operating Agreement and the business and affairs of this LLC shall be managed under the direction of the Manager of this LLC. This Article may be amended from time to time in the regulations of the LLC by the unanimous vote of the Manager(s) of the LLC.

#### ARTICLE VI

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## ADMISSION OF ADDITIONAL MEMBERS

Admission of new members shall only be made with the written, unanimous consent of the Members. Contributions required of new members shall be determined as of the time of admission to the LLC.

A member's interest in the LLC may not be sold or otherwise transferred except with the written, unanimous consent of the Members.

## ARTICLE VII

### REMOVAL, RESIGNATION AND WITHDRAWAL OF MEMBERS

It is hereto agreed that a member shall be entitled to withdraw from the LLC for any reason, so long as the withdrawing member either transfers his interest to the LLC or transfers his interest to a third party only with the written consent of the Manager.

In the event of the withdrawal of any member from the LLC, the members hereto agree that the withdrawing member shall retain no right to dissolve the LLC or to sell the LLC assets. It is further agreed that all remaining members shall be entitled to continue the LLC and shall not owe any duty to transfer the LLC's assets to the withdrawing member.

A member may resign by providing written notice to the Manager using the means of notice stated in the company's operating agreement for giving notice to the Manager. If the operating agreement does not specify a means of giving notice, the member must give notice by a means sufficient under the laws of the State of Florida for service of process. The resignation of a member shall take effect thirty (30) days after the date that the member gave notice to the Manager, or at a later date stated in the notice of resignation.

## ARTICLE VIII

### MEMBERS' RIGHTS TO CONTINUE BUSINESS

On the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member, or the occurrence of any other event that terminates the continued membership of a member in the LLC, the Manager shall have the right to admit additional members and to continue the business.

## ARTICLE IX

### DURATION

This LLC shall exist until dissolved in a manner provided by law.

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To avoid dissolution under this section, the LLC must have at least one (1) remaining member.

ARTICLE X

RELATIONSHIP OF ARTICLES OF ORGANIZATION TO OPERATING AGREEMENT

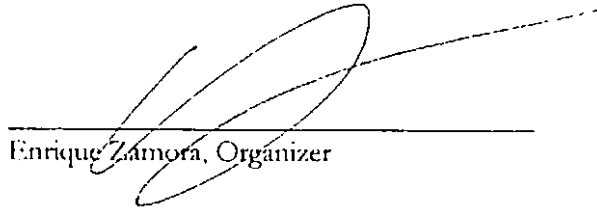
If a provision of these Articles of Organization differs from a provision of the LLC's Operating Agreement then, to the extent allowed by law, the Operating Agreement will govern.

ARTICLE XI

INSURANCE

The LLC may purchase and maintain insurance on behalf of a member in that member's official capacity and any liability asserted against and incurred by the member in or arising from that capacity, whether or not the LLC would have been required to indemnify the member against the liability.

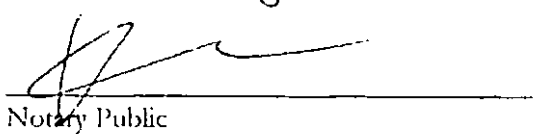
Executed by the undersigned at Miami-Dade County, Florida on 1/2 2018.

  
Enrique Zamora, Organizer

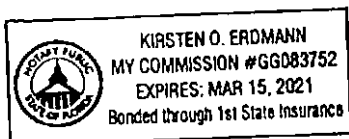
STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE ) SS:

BEFORE ME, the undersigned authority, personally appeared ENRIQUE ZAMORA, to me well known to be the person described in and who executed and subscribed to the foregoing Articles of Organization, and he acknowledged before me that he executed and subscribed the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Coral Gables in said County and State, this 2 day of January 2018.

  
Notary Public

My Commission Expires:



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