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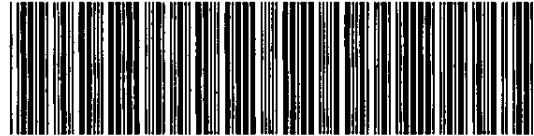
(Business Entity Name)

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TALLAHASSEE, FLORIDA

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MAR 27 2019

## **Business Law Center of the Palm Beaches**

Gardens Professional Center  
9121 North Military Trail | Suite 107 | Palm Beach Gardens | Florida 33410  
Telephone 561.630.4800 | Facsimile 561.296.4848  
BusinessAttorneyPalmBeach.com

Jay E. Eckhaus

jeckhaus@BusinessAttorneyPalmBeach.com  
Member: Florida - New York - Ohio Bars

March 16, 2018

VIA Federal Express Standard Overnight

State of Florida  
Department of State  
2661 W. Executive Center Circle  
Clifton Bldg.  
Tallahassee, FL 32301

Attn: Charter Filing Division

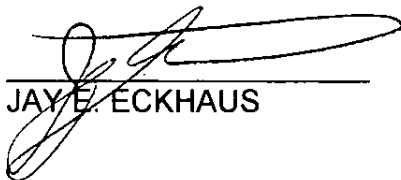
Re: FITZPATRICK DESIGNS, LLC

Dear Sir or Madam:

Please find attached the Articles of Organization for the above referenced domestic limited liability company together with a check for the \$125 filing fee.

Thank you.

Sincerely,



JAY E. ECKHAUS

Enclosure:

Articles of Organization  
Check # B185792

**ARTICLES OF ORGANIZATION  
OF  
FITZPATRICK DESIGNS, LLC ("Company")  
A Florida limited liability Company**

These Articles of Organization are hereby submitted to the Secretary of State of the State of Florida for the purpose of forming a limited liability company pursuant to the Florida Revised Limited Liability Company Act, Chapter 605, Florida Statutes ("FRLCA").

Article One - Name. The name of the limited liability company is:

**FITZPATRICK DESIGNS, LLC**

Article Two - Address of Principal Office. The address of the initial principal office of the Company is:

11301 175th Road North  
Jupiter, Florida 33478

Article Three - Member Managed Limited Liability Company. The Company shall be a Member Managed limited liability company.

Article Four - Initial Member. The initial Member of the Company and such Member's address is:

Mark Fitzpatrick  
11301 175th Road North  
Jupiter, Florida 33478

Article Five - Authorized representative of the Company pursuant to Section 605.01(8), Florida Statutes. The Member who is the Authorized Representative of the Company and such Member's Address is:

Mark Fitzpatrick  
11301 175th Road North  
Jupiter, Florida 33478

Article Six - Purpose For Which Company is Organized. Any and all lawful purposes.

Article Seven - Indemnification.

7.01 Right to Indemnification. Subject to the limitations and conditions as provided in this Article Seven, each person who was or is made a party or is threatened to be made a party to or is involved in any administrative or quasi-administrative

proceeding, arbitration, claim, demand, inquiry, investigation or litigation (collectively, "Proceeding") or any appeal in such a Proceeding, or any other state of facts or alleged facts that could lead to such a Proceeding, by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a Member or Officer of the Company or while a Member or Officer of the Company is or was serving at the request of the Company as a Manager, director, officer, partner, venturer, proprietor, trustee, employee, agent, member of a limited liability company, or similar functionary of another foreign or domestic limited liability company, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise shall be indemnified by the Company to the fullest extent permitted by the FRLCA, as the same exist or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than said law permitted the Company to provide prior to such amendment) against judgments, demands, claims, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including, without limitation, reasonable attorneys' fees) actually incurred by such person in connection with such Proceeding, and indemnification under this Article shall continue as to a person who has ceased to serve in the capacity which initially entitled such person to indemnity hereunder. The rights granted pursuant to this Article shall be deemed contract rights, and no amendments, modification or repeal of this Article shall have the effect of limiting or denying any such rights with respect to actions taken or Proceeding arising prior to any such amendment, modification or repeal. The indemnification provided in this Article Seven could include indemnification for negligence or under theories of strict liability. As used in this Article Seven, "Proceeding" includes both civil and alleged criminal matters. Notwithstanding the provisions of this Sections 7.01 or Section 7.02 below, no Member accused of civil or criminal fraud, embezzlement or misrepresentation or similar crime against the Company or other member shall have the right of indemnification or advancement of costs by the Company until a final non-appealable judgment that such Member has prevailed and found not to have committed civil or criminal fraud, embezzlement or misrepresentation or similar crime against the Company or other member ("Indemnification Prohibition").

**7.02 Advance Payment.** Except as provided for in Section 7.01 of this Article, the right to indemnification conferred in this Article shall include the absolute right to be paid in advance and/or reimbursed by the Company the reasonable expenses, including reasonable attorneys and other professional fees (including retainer and/or fee deposits) and costs, incurred by a person of the type entitled to be indemnified under Section 7.01 of this Article Seven who was, is or is threatened to be made a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to the person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such person in advance of the final disposition of a Proceeding, shall be made only upon delivery to the Company of a written affirmation by such person of his or her good faith belief that he has met the standard of conduct necessary for indemnification under this Article and a written undertaking, by or on behalf of such person, to repay all

amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article or otherwise.

7.03 Indemnification of Employees and Agents. The Company, by adoption of a resolution of the Members by a Simple Majority vote, may indemnify and advance expenses to an employee or agent of the Company to the same extent and subject to the same conditions under which it may indemnify and advance expenses under Sections 7.01 and 7.02 above; and, the Company may indemnify and advance expenses to persons who are not or were not the officers, employees, or agents of the Company but who are or were serving at the request of the Company as a Manager, Managing Director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, Company, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any liability asserted against him or her and incurred by him or her in such a capacity or arising out of his or her status as such a person to the same extent that it may indemnify and advance expenses under this Article. For purposes of this Section 7.03, a Member of the Company shall not be considered an Employee or agent of the Company.

7.04 Appearance as a Witness. Notwithstanding any other provision of this Article Seven, the Company may pay or reimburse expenses incurred by a Member or officer in connection with his or her appearance as a witness or other participation in a Proceeding at a time when he or she is not a named defendant or respondent in the Proceeding.

7.05 Nonexclusively of Rights. The right to indemnification and the advancement and payment of expenses conferred in Article Seven Sections 7.01 and 7.02 shall not be exclusive of any other right which a Member or other person indemnified pursuant to Article Seven may have or hereafter acquire under any law (common or statutory), any provision of the Articles of Organization, as amended or restated, or any Operating Agreement of the Company, vote of disinterested Members or otherwise. The right to indemnification and advancement of payment under Sections 7.01 and 7.02 are absolute and may not be diminished by any provision of an Operating Agreement adopted by the Membership, vote of disinterested Members or otherwise where the Indemnification Prohibition specified in Section 7.01 applies. Notwithstanding the provisions of Sections 7.01 and/or 7.02 to the contrary, there shall be no right of indemnification under any law (common or statutory), provision of the Articles of Organization, as amended or restated, or an Operating Agreement adopted by the Members, vote of disinterested Members or otherwise where the Indemnification Prohibition specified in Section 7.01 applies.

Article Eight Effective Date. The effective date of these Articles of Organization shall be the date these Articles of Organization are filed with the Secretary of State of the State of Florida.

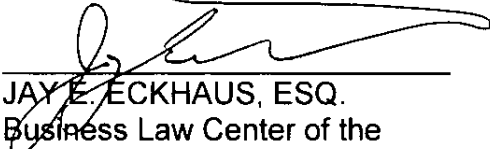
Article Nine Registered Agent. The name and the Florida street address of the registered agent is:

Jay E. Eckhaus, Esq.  
Business Law Center of the Palm Beaches  
9121 North Military Trail, Suite 107  
Palm Beach Gardens, Florida 33410

These Articles of Organization of the Company having been approved by all Members of the Company and are hereby executed this 16<sup>th</sup> day of March, 2018 pursuant to Section 605.0102 (8)(a), FRLCA.

  
JAY E. ECKHAUS, ESQ.  
Authorized Representative

*Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, Florida Statutes.*

  
JAY E. ECKHAUS, ESQ.  
Business Law Center of the  
Palm Beaches  
9121 North Military Trail  
Suite 107  
Palm Beach Gardens  
Florida 33410  
561.630.4800

FILED  
18 MAR 19 PM 12:08  
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