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K Brumbley

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

329 S Commerce Ave, LLC

Signature _____

Requested by: Seth

10/07/19

Name _____

Date _____

Time _____

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Will Pick Up _____

____ Art of Inc. File _____
____ LTD Partnership File _____
____ Foreign Corp. File _____
____ L.C. File _____
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____ Art. of Amend. File _____
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____ Certificate of Status _____
____ Certificate of Fictitious Name _____
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____ Officer Search _____
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TALLAHASSEE, FLORIDA

**Articles of Organization
of the
329 S. Commerce Ave., LLC**

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:

329 S. Commerce Ave., LLC,
A Florida Limited Liability Company

Section 1.03 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 1.04 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 1.05 Principal Place of Business

The Company's principal place of business is:

Physical Address:
211 S. Florida Avenue
Lakeland, Florida 33801

Mailing Address:
211 S. Florida Avenue
Lakeland, Florida 33801

Section 1.06 Registered Agent and Registered Office

The initial Registered Agent's name is Burnett, P.A. and the original registered addresses are as follows:

Physical Address:
211 S. Florida Avenue
Lakeland, Florida 33801

Mailing Address:
211 S. Florida Avenue
Lakeland, Florida 33801

Section 1.07 Registered Agent Consent

I, Douglas Kevin Burnett, as President Burnett, P.A., a Florida professional association, accept the appointment as Registered Agent of 329 S. Commerce Ave., LLC, a Florida Limited Liability Company. I understand that Burnett, P.A.'s 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 it resign or if the registered office address changes from the addresses stated above.

Dated: August 30, 2019.

Burnett, P.A., Registered Agent

By: 

Douglas Kevin Burnett, its President

Section 1.08 Organizer's Name and Address

Douglas Kevin Burnett, 211 S. Florida Avenue, Lakeland, Florida 33801

Section 1.09 Additional Contributions

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

Section 1.10 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 1.11 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 1.12 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 1.13 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. The names and addresses of the initial Managers are:

Douglas Kevin Burnetti
211 S. Florida Avenue
Lakeland, Florida 33801

David C. Dismuke
1920 South Florida Ave.
Lakeland, Florida 33803

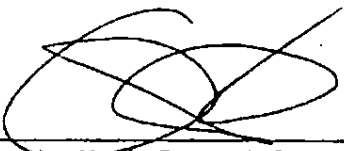
Section 1.14 Indemnification and Liability

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 1.15 Transferability of Interest

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

Signed on August 30, 2019



Douglas Kevin Burnetti, Organizer