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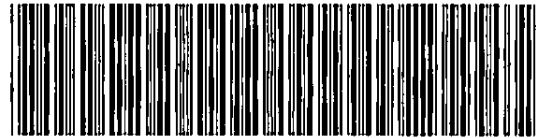
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**ARTICLES OF ORGANIZATION
OF
RUTHERFORD ENTERPRISES 8078, LLC**
a Florida Limited Liability Company

Article I. Name.

The name of this limited liability company (the "Company") is:

Rutherford Enterprises 8078, LLC

Article II. Principal & Mailing Address.

The mailing and principal address of the Company is 7870 Jared Way, Tallahassee, FL 32309.

Article III. Purpose and Powers.

Unless limited in the Operating Agreement (as defined in Article V below), the Company:

- (A) may engage any lawful activity for any lawful purpose for which a limited liability company may be organized under the laws of the State of Florida, in accordance with the Florida Revised Limited Liability Company Act (the "Act"); and
- (B) shall have the power to do all things necessary or convenient to carry out its activities and affairs in accordance with the Act.

Article IV. Management.

Section 4.01 Management of the Company's business and affairs shall be vested in a board of managers. Managers may, but need not be, members of the Company.

Section 4.02 As of the date of the filing of these Articles of Organization:

- (A) the number of managers of this Company shall be two; and
- (B) the initial managers of the Company shall be:
 - (1) Charles M. Rutherford, Sr.; and
 - (2) Krystal Rutherford

Section 4.03 The number of managers may be either increased or decreased from time to time by the Members in accordance with the Operating Agreement, but there shall always be at least one manager.

Section 4.04 Managers, as such, shall receive such compensation for their services, if any, as may be set by the board of managers at any annual or special meeting thereof. The board of managers may authorize and require the payment of reasonable expenses incurred by managers in attending meetings of the board of managers.

Section 4.05 Nothing in this Article shall be construed to preclude the managers from serving the Company in any other capacity and receiving compensation therefore.

Section 4.06 Except as may be set forth in the Operating Agreement, any manager may be removed from office by the vote of those members holding a majority of the membership interests entitled to vote thereon at any annual or special meeting of the members of this Company, for any cause deemed sufficient by such members or for no cause whatsoever.

Section 4.07 Except as set forth in the Operating Agreement, in case one or more vacancies shall occur in the board of managers by reason of death, resignation or otherwise, the vacancies shall be filled by the members of this Company at their next annual meeting or at a special meeting called for the purpose of filling such vacancies; provided, however, any vacancy may be filled by the remaining managers until the members have acted to fill the vacancy.

Article V. Operating Agreement.

The members may, from time to time, adopt, amend, alter and repeal a operating agreement for the Company (the "Operating Agreement") by that percentage vote of the members by membership interest, set forth in the Operating Agreement or, in the absence thereof, by a majority vote of the members by membership interest; provided, however: (A) the Operating Agreement and all replacements, amendments and alterations thereto shall, in all cases, be in writing; and (B) no amendment requiring an additional capital contribution from any member shall be valid without the written approval of such member.

Article VI. Membership Interests and Securities Certificated.

Each membership interest in and other security or securities issued by the Company from time to time shall be and at all times remain a 'security' in accordance with §678.1021(o), Florida Statutes, and the registered form of each certificate for a membership interest in, or other security issued by, the Company shall be: (A) as set forth in the Operating Agreement; or (B) if not therein, as adopted and approved by the board of managers.

Article VII. Instruments and Documents Providing for the Acquisition, Mortgage, or Disposition of Property.

Instruments and documents providing for the acquisition, mortgage, or disposition of property of the Company shall be valid and binding upon the Company only if they are executed by the managers; provided, however, the managers may, in accordance with these Articles of Organization and the Operating Agreement, elect one manager or appoint another authorized person to execute such documents.

Article VIII. Meetings of the Members.

Annual and special meetings of the members shall be held at such time as may be stated or fixed in accordance with the Operating Agreement, but in no event less than every thirteen months. Failure to hold the annual meeting of the members shall not work as a forfeiture or dissolution of the Company.

Article IX. Voting.

Except as set forth in the Operating Agreement:

- (A) which may grant to all or a special group of members the right to consent, vote or agree on a per capita or other basis upon any matter, the members

shall vote in accordance with their membership interest in the Company;
and

- (B) which may establish membership interest units as the basis of voting or allocation of profits and losses or for any other purpose, the membership interest of a member at any time means the capital account of such member divided by the capital accounts of all members, excluding the capital accounts of the transferees and assignees of any member who have not been admitted as a member in accordance with Article XII.

Unless the Operating Agreement provides otherwise, a member may vote by proxy or in person.

Unless otherwise provided in these Articles of Organization or the Operating Agreement, a majority of the members, by membership interest, entitled to vote shall constitute a quorum at the meeting of members. If a quorum is present, the affirmative vote of a majority of the members, by membership interest, represented at such meeting and entitled to vote on the subject matter shall be the act of the members, unless the vote of a greater proportion or number or voting by classes is required by these Articles of Organization or the Operating Agreement. If a quorum is not represented at any meeting of the members, such meeting may be adjourned for a period not to exceed sixty (60) days at any one adjournment.

Article X. Action by Members without a Meeting.

Unless the Operating Agreement provides otherwise, any action required by law, the Operating Agreement, or the Articles of Organization of the Company to be taken at any annual or special meeting of members of the Company, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice, and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the members holding not less than the minimum amount of membership interests in the Company that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted. If any class of members is entitled to vote thereon as a class, such written consent shall be required of the members, by membership interest, of each class of members entitled to vote as a class thereon and of the total shares entitled to vote thereon.

Article XI. Liability of Members and Indemnification.

Section 11.01 A member is liable to the Company only for the difference between the amount of the member's contributions to capital which have been actually made and the amount, if any, which is stated in these Articles of Organization, the Operating Agreement or any other contract to which such member is a party and pursuant to which such a member is obligated to make the contribution, whether currently due or arising in the future.

Section 11.02 The members shall not be liable under any judgment, decree, or order of court, or in any other manner, for a debt, obligation or liability of the company.

Section 11.03 The Company shall indemnify against any liability incurred in any proceeding in which any individual or entity is made a party to the proceeding because he, she or it is or was a manager or member if:

- (A) He or she or its managing body acted and conducted himself/herself in good faith;
- (B) He or she or its managing body reasonably believed:
 - (1) in the case of conduct in his, her or its official capacity, that such conduct was in the best interest of the Company; or
 - (2) in all other cases, that his, her or its conduct was, at least, not opposed to the best interests of the Company; and
- (C) in the case of any criminal proceeding, he or she had no reasonable cause to believe that this conduct was unlawful.

Section 11.04 The Company shall advance the reasonable expenses incurred by a manager or member who is a party to a proceeding if:

- (A) such manager or member furnishes the Company with a written affirmation of his, her or its good-faith belief that he, she or it has met the standard of conduct required for indemnification;
- (B) such manager or member furnishes the Company with a written undertaking, executed personally by him, her or it, or on his, her or its behalf, to repay the advance if it is determined that he, she or it did not meet such standard of conduct; and
- (C) a determination is made that the facts then known to those making the determination would not preclude indemnification.

Section 11.05 The Company shall indemnify each manager or member who was wholly successful, on the merits or otherwise, in defense of any proceeding to which he, she or it was a party, against reasonable expenses incurred by him, her or it in connection with the proceeding.

Section 11.06 A manager or member who is or was a party to a proceeding as described in this section may apply for indemnification to the court conducting such proceeding or to another court of competent jurisdiction.

Article XII. Admission of a New Member.

A person or entity may be admitted as a member only upon that percentage vote of the members by membership interest, set forth in the Operating Agreement or, in the absence thereof, by a majority of the members by membership interest. As a condition precedent to being admitted as a member, such person or entity shall enter and become bound by the Operating Agreement and satisfy such other requirements as may be set forth in the Operating Agreement.

Article XIII. Transferability of Member's Interest and Withdrawal.

The interests of the members of the Company may be transferred or assigned only as provided in the Operating Agreement. A transferee or assignee of a member shall have no right to participate in the management of the Company or to become a member unless the percentage of members required by the Operating Agreement or these Articles of Organization to admit a new member, excluding the vote of the member seeking to make the transfer or assignment, approves of the proposed transfer or assignment at a membership meeting. Unless approved in the foregoing manner, a transferee or assignee of a member's interest shall only be hold a transferrable interest and only be entitled to receive the share of profits or other compensation by way of income and the return of the contributions to which the transferring or assigning member would otherwise be entitled.

A member shall be entitled to withdraw from the Company prior to the dissolution of the Company in accordance with the express terms of the Act; provided that, unless otherwise expressly set forth in the Operating Agreement, such withdrawal shall be wrongful.

Article XIV. Registered Agent and Registered Office.

The initial registered office of the Company is 7870 Jared Way, Tallahassee, FL 32309, and the name of the initial registered agent of the Company is Charles M. Rutherford, Sr.

IN WITNESS WHEREOF, the undersigned member has executed these Articles of Organization as of the dates set forth below.

Member: Authentic Pizza of North Florida, Inc.

By : CM Rutherford
Charles M. Rutherford, Sr., President

Date: 9/24/19

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

The undersigned is familiar with the obligations of the registered agent and hereby accepts the appointment to serve as the initial registered agent of Rutherford Enterprises 8078, LLC.

CM Rutherford
Charles M. Rutherford, Sr.

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