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ARTICLES OF ORGANIZATION
OF
GIOVANNETTI THURSTON, PLLC

a Florida Professional Limited Liability Company

Article I. Name.

The name of this professional limited liability company (the "Law Firm") is:

Giovannetti Thurston, PLLC

Article II. Principal & Mailing Address.

The mailing and principal address of the Law Firm is 6817 Southpoint Parkway, Suite 403, Jacksonville, FL 32216.

Article III. Purpose and Powers.

The Law Firm shall engage in the practice of law and may engaged in each other lawful activity incident thereto that a professional limited liability company may undertake in accordance with the Florida Revised Limited Liability Company Act (the "Act") and other applicable laws, and shall have the power to do all things necessary or convenient to carry out such activities and affairs.

Article IV. Management.

Section 4.01 Management of the Law Firm's business and affairs shall be vested in a Board of Managers. Managers may, but need not be, Members of the Law Firm. All Managers shall be licensed to practice law in Florida.

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

- (A) the number of managers of this Law Firm shall be two (2); and
- (B) the initial managers of the Law Firm are:
 - (1) Laura Giovannetti, Esq., and
 - (2) Dyvonnda Thurston, Esq.

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 a Manager from serving the Law Firm 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

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the membership interests entitled to vote thereon, at any annual or special meeting of the Members of the Law Firm, 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 occur in the Board of Managers by reason of death, resignation or otherwise, such vacancies shall be filled by the Members of this Law Firm 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 an operating agreement for the Law Firm (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 or replacement that requires an additional capital contribution from, or guarantee of any obligation or liability of the Law Firm by, any Member shall be valid without the written consent of each affected Member.

Article VI. Membership Interests and Securities Certificated.

Each membership interest in and other security or securities issued by the Law Firm 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 Law Firm 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, documents and agreements providing for the acquisition, mortgage, or disposition of property of the Law Firm shall be valid and binding upon the Law Firm only if they are executed by all of 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 instruments, documents, and agreements .

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 shall not work as a forfeiture or dissolution of the Law Firm. Unless otherwise provided in these Articles of Organization or the Operating Agreement, a majority of the Members by membership interest that are 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 the meeting and entitled to vote on the subject matter shall be the act of

the Members unless the vote of a greater proportion 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 IX. Voting and Membership Interests.

The Members shall vote in accordance with their membership interest in the Law Firm, except as may be set forth in the Operating Agreement, 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. Unless the Operating Agreement provides otherwise, a Member may vote by proxy or in person. The membership interest of a Member at any time means the capital account of such Member at such time divided by the capital accounts of all Members at such time, excluding therefrom the capital accounts of each transferee or assignee of any Member that has not been admitted as a Member, provided that, the Operating Agreement may establish membership interest units as the basis of voting, allocation of profits and losses, or for any other purpose.

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 Law Firm to be taken or 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, that is in writing that sets forth the action taken, is signed by that percentage interest of the Members, by membership interest, that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote on the matters therein were present and voted. If any class of Members is entitled to vote on any such matter as a class, then, in addition to the foregoing, such written consent shall be signed by that percentage interest of the Members, by membership interest, that would be necessary to authorize or take such action at a meeting at which all such Members were present.

Article XI. Liability of Members and Indemnification.

Section 11.01 A Member is liable to the Law Firm 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 a contribution.

Section 11.02 Except as set forth in Section 621.07, Florida Statutes, no Member shall 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 Law Firm 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, or itself 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 Law Firm; or
 - (2) in all other cases, that his, her or its conduct was, at least, not opposed to the best interests of the Law Firm; 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 Law Firm 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 Law Firm with: (1) 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; and (2) an agreement, instrument or other undertaking, executed personally by him, her or it, or by his, her or its agent, agreeing to repay the advance if it is determined that he, she or it did not meet the standard of conduct required for indemnification; and
- (B) a determination is made that the facts then known to the Board of Managers or officers of the Law Firm would not preclude indemnification.

Section 11.05 The Law Firm 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: (A) *if, and only if*, such person or entity is licensed to practice law in Florida; (B) only upon: (1) satisfaction of all of the conditions, if any, set forth in the Operating Agreement; and (2) 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; and (C) such person or entity: (1) making a capital contribution in the amount determined by the Board of Managers; and (2) entering and becoming bound by the Operating Agreement.

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

The interests of the Members of the Law Firm 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 Law Firm or to become a Member unless he, she or it is qualified to become a Member and is admitted as a Member in accordance with Article XII, provided, that, the vote of the Members shall exclude the vote and membership interest of the Member seeking to make such transfer or assignment. Unless

the transfer is approved and the transferee or assignee is admitted as a Member in the foregoing manner, such transferee or assignee shall hold only an economic interest and entitled only 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 have otherwise been entitled.

No Member shall be entitled to withdraw from the Law Firm prior to the dissolution of the Law Firm, except as may be required by the express terms of the Act or the Operating Agreement. Any withdrawal by a Member that is not permitted by the Operating Agreement, but required by the Act to be permitted, shall be a wrongful withdrawal and shall entitle the Law Firm to damages arising therefrom from the withdrawing Member.

Article XIV. Registered Agent and Registered Office.

The registered office of the Law Firm is 6817 Southpoint Parkway, Suite 403, Jacksonville, FL 32216, and the name of the initial registered agent of the Law Firm is Laura Giovannetti.

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

Laura Giovannetti Date: 08 / 17 / 2020
Laura Giovannetti

Dyvonnda Thurston Date: 08 / 17 / 2020
Dyvonnda Thurston

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 registered agent of Giovannetti Thurston, PLLC.

Laura Giovannetti Date: 08 / 17 / 2020
Laura Giovannetti