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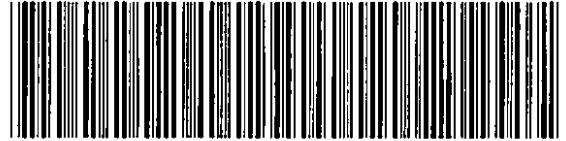
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2024 SEP 24 AM 11:18

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**Sunshine State Corporate Compliance Company**

3458 Lakeshore Drive, Tallahassee, Florida 32312

(850) 656-4724

DATE 09/24/2024

**\*\*WALK IN\*\***

ENTITY NAME BURNHAM GIBSON WEALTH ADVISORS, LLC

DOCUMENT NUMBER \_\_\_\_\_

**\*\*PLEASE FILE THE ATTACHED AND RETURN\*\***

XXXXXXXXXX

*Plain Copy*

*Certified Copy*

*Certificate of Status*

**\*\*PLEASE OBTAIN THE FOLLOWING FOR THE ABOVE ENTITY\*\***

*Certified Copy of Arts & Amendments*

*Certificate of Good Standing*

**\*\*APOSTILLE' / NOTARIAL CERTIFICATION\*\***

COUNTRY OF DESTINATION \_\_\_\_\_

NUMBER OF CERTIFICATES REQUESTED \_\_\_\_\_

TOTAL OWED \$25

ACCOUNT #: I20160000072

*E B JH*

*Please call Tina at the above number for any issues or concerns. Thank you so much!*

**AMENDED AND RESTATED  
ARTICLES OF ORGANIZATION  
OF  
BURNHAM GIBSON WEALTH ADVISORS, LLC**

FILED  
2024 SEP 24 AM 11:18

Pursuant to Section 605.0202 of the Florida Revised Limited Liability Company Act, this Florida limited liability company adopts the following Amended and Restated Articles of Organization:

A. The name of the limited liability company is: BURNHAM GIBSON WEALTH ADVISORS, LLC.

B. The Articles of Organization of the limited liability company were filed on December 17, 2020, and assigned Florida document number L21000007332.

C. These Amended and Restated Articles of Organization of BURNHAM GIBSON WEALTH ADVISORS, LLC were duly executed and are being filed in accordance with Sections 605.0202 and 605.1025(2)(d) of the Florida Revised Limited Liability Company Act.

D. The limited liability company's Articles of Organization are amended and restated in their entirety and replaced with the following, effective concurrently with the effective date set forth in the Articles of Merger to which these Amended and Restated Articles of Organization are attached:

**ARTICLE I. NAME**

The name of the limited liability company is THE BALDWIN GROUP WEALTH ADVISORS, LLC.

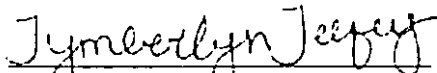
**ARTICLE II. ADDRESS**

The mailing and street address of the principal office of the limited liability company is 4211 W. Boy Scout Boulevard, Suite 800, Tampa, Florida 33607.

**ARTICLE III. REGISTERED AGENT AND OFFICE**

The street address of the registered office of the limited liability company is 801 U.S. Highway 1, North Palm Beach, Florida 33408, and the name of the limited liability company's registered agent at that address is Corporate Creations Network Inc.

*Having been named to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept 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.*

  
Corporate Creations Network Inc.

**ARTICLE IV. MANAGEMENT OF COMPANY**

The limited liability company is a manager-managed limited liability company.

**EFFECTIVE:** October 1, 2024

*Seth Cohen*

---

Seth Cohen, General Counsel and Secretary

**Exhibit C**

Second Amended and Restated Operating Agreement

See attached.

**SECOND AMENDED AND RESTATED OPERATING AGREEMENT  
OF  
THE BALDWIN GROUP WEALTH ADVISORS, LLC**

This SECOND AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of THE BALDWIN GROUP WEALTH ADVISORS, LLC, a Florida limited liability company (the "Company"), is entered into effective as of October 1, 2024, by and between the Company and THE BALDWIN GROUP FINANCIAL SERVICES HOLDINGS, LLC, a Florida limited liability company, the Company's sole member (the "Member").

**BACKGROUND**

The Company is a limited liability company formed under Florida law to engage in any lawful act or activity.

The Company was originally organized as a California limited liability company, pursuant to Articles of Organization filed with the State of California on December 17, 2020, and was redomiciled in Florida on January 8, 2021, pursuant to the execution and filing of Articles of Conversion of the Company with the Department of State of the State of Florida setting forth the information required by the Florida Revised Limited Liability Company Act (the "Act"). Prior to the date of this Agreement, the Company's name was Burnham Gibson Wealth Advisors, LLC, and it was governed by the Amended and Restated Operating Agreement effective as of January 14, 2021 (the "Prior Operating Agreement").

On or about the date of this Agreement, The Capital Group Investment Advisory Services, LLC, a Florida limited liability company, and BKS Financial Investments, LLC, a Florida limited liability company, merged with and into the Company (the "Merger").

The parties desire to amend and restate the Prior Operating Agreement to, among other things, reflect the Company's name change made in connection with the Merger and pursuant to the Amended and Restated Articles of Organization of the Company filed with the Secretary of State of Florida on or around the date of this Agreement.

The Member is the sole member of the Company. The parties desire to enter into this Agreement in order to govern the affairs of the Company and the conduct of its business from and after the date of this Agreement and to govern the Member's respective rights and obligations with respect to its membership interest in the Company.

This Agreement amends and restates the Prior Operating Agreement in its entirety.

**OPERATIVE TERMS**

The Company and the Member agree as follows:

**ARTICLE I  
Organization; Legal Title**

Section 1.1 Organization. The Company is organized as a Florida limited liability company pursuant to the Act. The Company's principal place of business and mailing address will be 4211 W. Boy Scout Blvd., Suite 800, Tampa, Florida 33607 or at such other place as the Manager may from time to time designate.

Section 1.2 Membership Interest. The Member is the owner of 100% of the outstanding membership interests in the Company.

Section 1.3 Term. The Company commenced upon the filing of the Articles of Organization with the Florida Department of State and shall continue in full force and effect until dissolution pursuant to the terms of this Agreement or by operation of law.

Section 1.4 Legal Title. The legal title to all real or personal property or interests therein now or later acquired by the Company shall be owned, held and operated in the name of the Company, and no Member, individually, shall have any ownership of such property.

## **ARTICLE II**

### **Business and Purposes; Powers; Registered Agent and Office**

Section 2.1 Business and Purposes. The Company's business and purpose is to engage in any lawful act or activity that the Manager considers appropriate.

Section 2.2 Powers. The Company shall have all the powers of a limited liability company under the Act and the power to do all acts and things necessary, appropriate, convenient or useful in connection with the Company's business and purpose.

Section 2.3 Registered Office and Registered Agent. The address of the registered office of the Company is 801 U.S. Hwy. 1, North Palm Beach, Florida 33408, or such other place as may be designated from time to time by the Manager, subject to the Act. The name of the registered agent for service of process on the Company at that address is Corporate Creations Network Inc., or such other person as may be designated from time to time by the Manager, subject to the Act.

## **ARTICLE III**

### **Management of the Company; Member Liability**

Section 3.1 General. The Company shall be a manager-managed limited liability company within the meaning of the Act. Except as otherwise provided in this Article III, all decisions and actions concerning the management, control, and conduct of the Company's business and affairs shall be vested in, or under the direction of, those individuals or entities elected as managers of the Company (collectively, the "Managers" and individually a "Manager").

Section 3.2 Number of Managers; Initial Manager. The Manager(s) shall be elected by the Member in its sole discretion. The Company shall initially have one (1) Manager. The initial Manager shall be the Member, which shall serve in that position until the earlier of its dissolution, resignation or removal. The Member from time to time may increase or decrease the number of Managers of the Company. Each Manager elected shall hold the office of Manager until a successor is elected and qualified or until such Manager's earlier dissolution, death, resignation or removal.

Section 3.3 Vacancies. Whenever a vacancy occurs in a position of Manager, including a vacancy resulting from an increase in the number of Managers, the Member may elect a Manager to fill the vacancy. Pending the Member's election of a Manager to fill the vacancy, a majority vote of the remaining Managers will be sufficient to authorize any Company action vested in the Managers.

Section 3.4 Removal of Managers. The Member, in its sole discretion, may remove a Manager at any time with or without cause.

Section 3.5 Officers. The officers of the Company, if any, shall be chosen by, and serve at the direction of, the Manager. The Manager may appoint one or more of the following officers: a Chief Executive Officer, a President, one or more Vice Presidents, a Chief Operating Officer, a Chief Financial Officer, one or more Managing Partners, a General Counsel, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers. The same person may hold any number of offices. The Manager may appoint other officers and agents that the Manager deems necessary or desirable, who shall hold their offices for the terms and exercise the powers and perform the duties that the Manager determines from time to time. The salaries, if any, of all officers and agents of the Company shall be fixed by the Manager. Each officer shall hold office until his or her earlier death, incapacity, resignation or removal. Any officer may be removed at any time by the Manager, with or without cause. Subject to the provisions of this Section 3.5, the Manager hereby appoints those persons to their respective positions with the Company as set forth on Exhibit A attached hereto, as amended from time to time by the Manager.

#### **ARTICLE IV** **Banking**

One or more bank accounts shall be used for the general business and accounting of the Company. All funds of the Company shall be deposited into such an account or accounts in such bank or banks or other financial institutions as the Manager determines. Withdrawal from such accounts and any directions or request given by the Manager to any bank or financial institution to pay a third party shall be made only upon the signature of the Manager or such other person or persons as the Manager may, from time to time, designate for such purpose.

#### **ARTICLE V** **Capital Contributions, Allocations and Distributions**

Section 5.1 Contributions. The Member may (but is not required to) make capital contributions to the Company at any time.

Section 5.2 Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

Section 5.3 Distributions. Distributions shall be made to the Member at such times and in such amounts as is determined by the Manager from time to time.

#### **ARTICLE VI** **Dissolution**

Section 6.1 Dissolution. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (a) the written consent of the Member, (b) the entry of a decree of judicial dissolution under the Act, or (c) if at any time there are no members of the Company, by reason of the death or dissolution of all members, unless within ninety (90) days after such event, the personal representative or other legal representative of the last remaining member agrees in writing to continue the Company and agrees to the admission of the personal representative or other legal representative of such member (or their nominee or designee) to the Company as a member, effective as of the date of the death or dissolution of the last remaining member.

Section 6.2 Bankruptcy. The Bankruptcy of a Member shall not cause the Member to cease to be a member of the Company. "Bankruptcy" means, with respect to a Member, the occurrence of any of the events specified in Section 605.0602(8) of the Act.



Section 6.3 Distribution and Liquidation. Upon dissolution of the Company, the assets of the Company shall be applied to or distributed in liquidation in the following order of priority: (a) first, to pay all creditors of the Company; and (b) the balance, if any, to the Member.

## **ARTICLE VII**

### **Limitation on Liability, Exculpation and Indemnification**

Section 7.1. Definition. For purposes of this Agreement, "Covered Person" means (a) the Member or an affiliate thereof, in each case in such capacity, (b) each officer, director, shareholder, member, partner, employee, representative, agent or trustee of the Member or an affiliate thereof, in all cases in such capacity, and (c) each officer, director, shareholder (other than any public shareholder of The Baldwin Insurance Group, Inc., a Delaware corporation ("Pubco"), that is not a Member), member, partner, employee, representative, agent or trustee of the Manager, Pubco (in the event Pubco is not the Manager), the Company or an affiliate controlled thereby, in all cases in such capacity.

Section 7.2 Limitation of Liability. All debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company and none of the Member, the Manager or any other Covered Person shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member or manager of the Company or a Covered Person.

Section 7.3 Exculpation and Indemnification.

(a) Except to the extent prohibited by the Act, and subject to the duties set forth in Section 7.3(f), neither the Manager nor any other Covered Person shall be liable, including under any legal or equitable theory of fiduciary duty or other theory of liability, to the Company or to any other Covered Person for any losses, claims, damages or liabilities incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company, unless the matter arises from the Covered Person's bad faith, willful or intentional misconduct or a knowing violation of law. There shall be, and each Covered Person shall be entitled to, a presumption that such Covered Person acted in good faith.

(b) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person reasonably believes are within such person's professional or expert competence.

(c) Except to the extent prohibited by the Act, the Company shall indemnify, defend and hold harmless each Covered Person against any losses, claims, damages, liabilities, expenses (including all reasonable out-of-pocket fees and expenses of counsel and other advisors), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, in which such Covered Person may be involved or become subject to, in connection with any matter arising out of or in connection with the Company's business or affairs, or this Agreement or any related document, unless such loss, claim, damage, liability, expense, judgment, fine, settlement or other amount (i) is a result of a Covered Person not acting in good faith on behalf of the Company or the matter arises from the person's bad faith, willful or intentional misconduct or a knowing violation of law, or (ii) results from a transaction in which the Covered Person derives an improper personal benefit. If any Covered Person becomes involved in any capacity in any action, suit, proceeding or investigation in connection with any matter arising out of or in connection with the Company's business or affairs, or this Agreement or any related document, other than by reason of any act or omission performed or omitted by such Covered Person that was not in good faith

on behalf of the Company or the matter arises from the person's bad faith, willful or intentional misconduct or a knowing violation of law, the Company shall reimburse such Covered Person for its reasonable legal and other reasonable out-of-pocket expenses (including the cost of any investigation and preparation) as they are incurred in connection therewith; provided that such Covered Person shall promptly repay to the Company the amount of any such reimbursed expenses paid to it if it shall be finally judicially determined that such Covered Person was not entitled to indemnification by, or contribution from, the Company in connection with such action, suit, proceeding or investigation. If for any reason (other than the bad faith of a Covered Person or the willful commission by such Covered Person of an act that is dishonest and materially injurious to the Company or the matter arises from the person's bad faith, willful or intentional misconduct or a knowing violation of law) the foregoing indemnification is unavailable to such Covered Person, or insufficient to hold it harmless, then the Company shall contribute to the amount paid or payable by such Covered Person as a result of such loss, claim, damage, liability, expense, judgment, fine, settlement or other amount in such proportion as is appropriate to reflect any relevant equitable considerations. There shall be, and each Covered Person shall be entitled to, a rebuttable presumption that such Covered Person acted in good faith.

(d) The obligations of the Company under Section 7.3(c) shall be satisfied solely out of and to the extent of the Company's assets, and no Covered Person shall have any personal liability on account thereof.

(e) The Company is a "Controlled Entity" within the meaning of Section 11.02(e) of the Third Amended and Restated Limited Liability Company Agreement of The Baldwin Insurance Group Holdings, LLC (as it may be amended, the "Baldwin Holdings LLC Agreement"), and as such is subject to the terms and conditions of Section 11.02(e) of the Baldwin Holdings LLC Agreement.

(f) Notwithstanding anything to the contrary herein or otherwise, in the event of a conflict between the interests of the stockholders of Pubco and the interests of the Member (or the non-Pubco members of The Baldwin Insurance Group Holdings, LLC), the Member, Manager and officers shall discharge their respective fiduciary duties by acting in the best interests of Pubco's stockholders.

Section 7.4. Insurance. The foregoing right of indemnification or reimbursement is not exclusive of other rights to which a person or the person's heirs, assignees, or successors in interest might be entitled. The Manager may direct the Company to purchase insurance for the purpose of indemnifying any person who is or was an agent, officer, Manager, or employee of the Company or reimbursing the Company for indemnification payments made to any of them. The insurance shall be for the benefit of the Manager and every person who is or was serving at the request of the Company as an officer, director, trustee, employee, manager, or managing member of another trust, corporation, partnership, joint venture, limited liability company, or other enterprise.

## **ARTICLE VIII**

### **Additional Provisions**

Section 8.1 Integration. This Agreement constitutes the entire operating agreement of the Company, except as it may hereafter be amended pursuant to the terms hereof.

Section 8.2 Assignment. The Member may assign its membership interest in the Company in whole or in part in its sole discretion.

Section 8.3 Admission of Additional Members. One or more additional members of the Company may be admitted to the Company with the consent of the Member.

Section 8.4 Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida, without regard to conflicts of laws principles.

Section 8.5 Severability. In the event that any provision of this Agreement shall be held to be invalid or unenforceable, or the application of any provision of this Agreement to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this Agreement, or the application of any provision hereof to any person or circumstances as to which it has not been held to be invalid or unenforceable, shall remain in full force and effect and shall be enforceable to the fullest extent provided by law.

Section 8.6 Binding Effect. This Agreement and each and every provision hereof shall be binding upon and inure to the benefit of the parties hereto and the respective heirs, successors, personal representatives, and assigns of the parties hereto.

Section 8.7 No Third Party Rights. This Agreement is for the sole and exclusive benefit of the Member, the Company and the Manager and no other person or entity (including any creditors of the Company or the Member) shall under any circumstances be deemed to be a beneficiary of any of the rights, remedies, terms and provisions of this Agreement, except that the Covered Persons are intended third party beneficiaries of Article VII.

Section 8.8 Amendments. This Agreement may be amended in writing by the Member; provided, that the Manager may amend Exhibit A to reflect changes in the officers of the Company without needing to adopt an amendment to this Agreement under this Section 8.8.

Section 8.9 Construction. Whenever the singular form is used in this Agreement, and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

Section 8.10 Tax Treatment. For federal tax purposes, at all times when there is only one member of the Company, the Company will be treated as an entity that is disregarded as an entity separate from the member, unless the Member elects otherwise.

[Signature page follows]

**SIGNATURE PAGE TO  
SECOND AMENDED AND RESTATED OPERATING AGREEMENT  
OF  
THE BALDWIN GROUP WEALTH ADVISORS, LLC**

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the date first written above.

**COMPANY:**

THE BALDWIN GROUP WEALTH ADVISORS, LLC,  
a Florida limited liability company

By: THE BALDWIN GROUP FINANCIAL SERVICES HOLDINGS, LLC,  
a Florida limited liability company, its Manager

*Seth Cohen*

By: \_\_\_\_\_  
Name: Seth Cohen  
Title: General Counsel and Secretary

**MEMBER:**

THE BALDWIN GROUP FINANCIAL SERVICES HOLDINGS, LLC,  
a Florida limited liability company

*Seth Cohen*

By: \_\_\_\_\_  
Name: Seth Cohen  
Title: General Counsel and Secretary

**EXHIBIT A**

**Officers**

<b>Name</b>	<b>Title</b>
Trevor Baldwin	Chief Executive Officer and President
Bradford Hale	Chief Financial Officer
Kim Estrada	Chief Operating Officer
Christopher Staub	Vice President and Managing Partner
Darin Gibson	Managing Partner
Seth Cohen	General Counsel and Secretary

FILED  
2024 SEP 24 AM 11:17  
ESTATE

**AMENDED AND RESTATED  
ARTICLES OF ORGANIZATION  
OF  
BURNHAM GIBSON WEALTH ADVISORS, LLC**

Pursuant to Section 605.0202 of the Florida Revised Limited Liability Company Act, this Florida limited liability company adopts the following Amended and Restated Articles of Organization:

A. The name of the limited liability company is: BURNHAM GIBSON WEALTH ADVISORS, LLC.

B. The Articles of Organization of the limited liability company were filed on December 17, 2020, and assigned Florida document number L21000007332.

C. These Amended and Restated Articles of Organization of BURNHAM GIBSON WEALTH ADVISORS, LLC were duly executed and are being filed in accordance with Sections 605.0202 and 605.1025(2)(d) of the Florida Revised Limited Liability Company Act.

D. The limited liability company's Articles of Organization are amended and restated in their entirety and replaced with the following, effective concurrently with the effective date set forth in the Articles of Merger to which these Amended and Restated Articles of Organization are attached:

**ARTICLE I. NAME**

The name of the limited liability company is THE BALDWIN GROUP WEALTH ADVISORS, LLC.

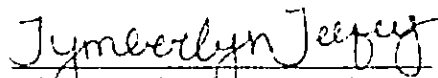
**ARTICLE II. ADDRESS**

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*Having been named to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept 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.*

  
Corporate Creations Network Inc.

**ARTICLE IV. MANAGEMENT OF COMPANY**

The limited liability company is a manager-managed limited liability company.

**EFFECTIVE:** October 1, 2024

*Seth Cohen*

---

Seth Cohen, General Counsel and Secretary

**Exhibit C**

Second Amended and Restated Operating Agreement

See attached.