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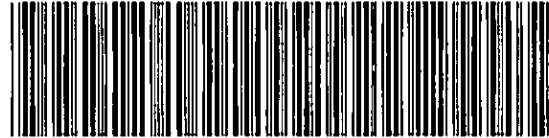
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**ALEXANDER | ABRAMSON**  
BUSINESS LAWYERS PLLC

May 21, 2021

VIA FEDEX EXPRESS

Secretary of State  
Division of Corporations  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

Re: Amended and Restated Articles of Organization for Prospective Capital, LLC

Dear Sir/Madam:

Enclosed please find: (A) signed Amended and Restated Articles of Organization for Prospective Capital, LLC; and (B) a check in the amount of \$25.00, payable to the Florida Department of State Division of Corporations, for the filing fees.

Please file the Amended and Restated Articles of Organization and send notification of same to me at Alexander Abramson, PLLC, 220 N. Rosalind Ave., Orlando, FL 32801.

If you have any questions or need further information, please call me at (407) 649-7777. Thank you for your assistance.

Very truly yours,



Kim Tupper  
Legal Assistant to  
Edward R. Alexander, Esq.

Encl.

**AMENDED AND RESTATED  
ARTICLES OF ORGANIZATION  
OF  
PROSPECTIVE CAPITAL, LLC**

*a Florida Limited Liability Company*

Prospective Capital, LLC, a Florida limited liability company, hereby adopts these Amended and Restated Articles of Organization as an amendment to, and in replacement of, its Articles of Organization filed February 15, 2021.

Pursuant to Section 605.0202, Florida Statutes, the sole member adopted and approved these Amended and Restated Articles of Organization on March 10, 2021.

**Article I. Name.**

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

**Prospective Capital, LLC**

**Article II. Principal & Mailing Address.**

The mailing and principal address of the Company is 2810 River Ridge Dr., Orlando, FL 32825.

**Article III. Business Purpose and Powers.**

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

- (A) may engage in 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.

The Members may provide for a specific business purpose or purposes of the Company and may limit the powers of the Company in accordance with the Operating Agreement.

**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 Amended and Restated Articles of Organization the number of Managers of the Company shall be two, and the Managers of the Company are:

- (1) Michael Dufrene

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.

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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 a majority of the Members by membership interest with or without cause.

Section 4.07 Except as set forth in the Operating Agreement, each vacancy on the Board of Managers may be filled by the Members of the Company.

#### **Article V. Operating Agreement.**

The Members may, from time to time, adopt, amend, alter and repeal an 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 two-thirds of the Members by membership interest; *provided, however*, (A) each operating agreement, supplement, revision, amendment and replacement shall, in all cases, be in writing; and (B) no supplement, revision, amendment or replacement to an operating agreement that requires an additional capital contribution from, or guarantee of any obligation or liability of the Company 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 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, documents and agreements 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 all of the Managers; *provided, however*, the Managers may, in accordance with the Operating Agreement, elect one Manager 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 Company. Unless otherwise provided in these Amended and Restated 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.**

Except as 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, and may establish membership interest units as the basis of voting or allocation of profits and losses or for any other purpose. Unless otherwise set forth in the Operating Agreement, 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 each transferee or assignee of any member where such transferee or assignee has not been admitted as a member in accordance with the Operating Agreement or these Amended and Restated Articles of Organization. Unless the Operating Agreement provides otherwise, a member may vote by proxy or in person.

#### **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 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 written consent setting forth the action taken is signed by that percentage 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 thereon were present and voted. If any class of Members is entitled to vote on any such matter as a class, then such written consent shall be signed by that percentage of the Members by membership interest of each class entitled to vote as a class thereon in addition to the foregoing.

#### **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 a contribution.

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 it's managing body acted and conducted himself/herself in good faith;
- (B) He or she or it's 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: (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 Company 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: (A) the percentage vote of the Members by membership interest set forth in the Operating Agreement or, in the absence thereof, by two-thirds of the Members by membership interest; and (B) 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 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 Amended and Restated Articles of Organization to admit a new member, without regard to 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 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 have otherwise been entitled.

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

**Article XIV. Registered Agent and Registered Office.**

The registered office of the Company shall remain 2810 River Ridge Dr., Orlando, FL 32825, and the registered agent of the Company shall remain Michael Dufrene.

IN WITNESS WHEREOF, the undersigned has executed these Amended and Restated Articles of Organization as of March <sup>10</sup>, 2021.

By:  \_\_\_\_\_ Date: 03 / 10 / 2021  
Michael Dufrene, Manager

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