

ARTICLES OF ORGANIZATION
OF
HORNE CLIENT CARE LLC
A Limited Liability Company

The undersigned, herein designated as the Organizer for the limited liability company organized hereby and pursuant to and under Florida Statutes Chapter 605 (herein the "Act"), adopts the following Articles of Organization for such limited liability company:

ARTICLE I
NAME

The name of the limited liability company is Home Client Care LLC

ARTICLE II
REGISTERED OFFICE AND AGENT

The street address of the initial registered office and the name of the initial registered agent at that office for Home Client Care LLC is as follows:

Initial Registered Office is:

314 24th St. N
St. Petersburg, FL 33713

Initial Registered Agent is Stephanie Horne. By signing below the Initial Registered Agent willingly accepts the duties and responsibilities as Registered Agent.

ARTICLE III
PRINCIPAL OFFICE

The mailing address of the initial principal office of Home Client Care LLC is 2010 Burlington Ave N, St. Petersburg, FL 33713.

ARTICLE IV
MANAGEMENT

Home Client Care LLC is to be managed by its member(s) pursuant to the terms of its operating agreement.

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SECRETARY
TALLEY, JENNIFER
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ARTICLE V
DURATION

The duration of Horne Client Care LLC shall be perpetual.

ARTICLE VI
PURPOSE

The purpose for which Horne Client Care LLC is organized is to engage in any and all lawful businesses for which limited liability companies may be organized under Fla. Stat. Chapter 605, and to engage in any and all activities related or incidental thereto.

ARTICLE VII
INDEMNIFICATION OF MEMBER

To the fullest extent permitted by, and in accordance with the provisions of, Fla. Stat. Chapter 605, as the same exists or may hereafter be amended, Horne Client Care LLC shall indemnify each member of Horne Client Care LLC against expenses (including attorney's fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to any employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such member in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative) to which any such member is, or is threatened to be made, a party because any such member is or was a member of Horne Client Care LLC or is or was serving at the request of Horne Client Care LLC as a member, employee or agent of another domestic or foreign limited liability company, domestic or foreign corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans. A member shall be considered to be serving with respect to an employee benefit plan at Horne Client Care LLC's request if his or her duties to Horne Client Care LLC also impose duties on or otherwise involve services by him or her to the plan or to participants in or beneficiaries of the plan. To the fullest extent authorized or permitted by, and in accordance with the provisions of, Fla. Stat. Chapter 605, Horne Client Care LLC shall pay or reimburse expenses (including attorney's fees) incurred by a member who is a party to any such proceeding in advance of final disposition of such proceeding.

The indemnification against Liability and advancement of expenses provided by or granted pursuant to, this Article VII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be entitled under any agreement, action of members, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office at Horne Client Care LLC, and shall continue as to a person who has ceased to be a member, employee, or agent of Horne Client Care LLC, and shall inure to the benefit of the heirs, executors, and administrators of such person.

Horne Client Care LLC may purchase and maintain insurance on behalf of an individual who is or was a member of Horne Client Care LLC or who, while a member of Horne Client Care LLC is or was serving at the request of Horne Client Care LLC as a member, partner,

officer, director, trustee, employee or agent of another foreign or domestic limited liability company, domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against Liability asserted against or incurred by such member in that capacity or arising from his or her status as a member whether or not Horne Client Care LLC would have power to indemnify such member against the same Liability under the provisions of this Article VII or Fla. Stat. Chapter 605.

Any repeal or modification of this Article VII by Horne Client Care LLC shall not adversely affect any right or protection of a member of Horne Client Care LLC under this Article VII with respect to any act or omission occurring prior to the time of such repeal or modification.

A member of Horne Client Care LLC shall not be personally liable to Horne Client Care LLC for monetary damages for breach of such member's duties as a member, provided that this provision shall not eliminate or limit the liability of a member for the following: (i) for any transaction in which the member's personal financial interest is in conflict with the financial interests of Horne Client Care LLC or its members; (ii) for acts or omissions not in good faith or which involve intentional misconduct or are known to the member to be a violation of law; (iii) for any transaction from which the member derived an improper personal benefit. This Article VIII shall continue to be applicable with respect to any such breach of duties by a member of Horne Client Care LLC as a member notwithstanding that such member thereafter ceases to be a member, and shall inure to the personal benefit of his or her heirs, executors, and administrators.

ARTICLE VIII
SEVERABILITY OF PROVISIONS

If any provision of these Articles of Organization or its application to any person or circumstances is held invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions or applications of these Articles of Organization which can be given effect without the invalid provision or application, and to this end the provisions of these Articles of Organization are severable.

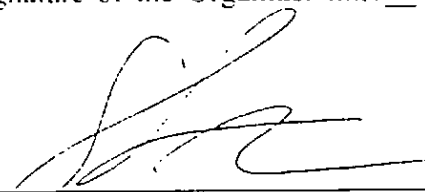
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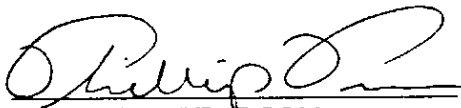
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

IN TESTIMONY WHEREOF, witness the signature of the Organizer this 17th day of ~~May~~, 2021.

October


STEPHANIE HORNE, Organizer and Registered Agent

THIS INSTRUMENT PREPARED BY:



PHILLIP A. PEARSON
FL Bar No. 1026145
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SEILLER WATERMAN LLC
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