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**FLORIDA LIMITED LIABILITY CO.**  
**The Hudson James Group, LLC**

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**ARTICLES OF ORGANIZATION  
OF  
THE HUDSON JAMES GROUP, LLC**

**SECTION 1 INTRODUCTION AND PRELIMINARY STATEMENTS**

The undersigned Organizer desires to form a limited liability company under the Laws of the State of Florida by delivering these Articles of Organization to the Division of Corporations of the State of Florida, in accordance with Chapter 605: Florida Revised Limited Liability Act (the *Act*).

**SECTION 2 NAME**

The name of the limited liability company is The Hudson James Group, LLC, a Florida limited liability company (*Company*).

**SECTION 3 DURATION**

The Company will perpetually exist from the filing date of these Articles of Organization with the Division of Corporations of the State of Florida, unless dissolved according to law.

**SECTION 4 COMPANY'S PURPOSE**

The Company's purpose is to engage in any lawful act or activity for which limited liability companies may be formed under the Act and all activities necessary or incidental to that purpose. The Company has all the powers necessary or convenient to carry out its purposes, including the powers granted by the Act.

**SECTION 5 COMPANY'S PRINCIPAL OFFICE AND LOCATION OF RECORDS**

The street address of the principal office in the United States where the Company maintains records is 2841 Hull Lane, The Villages, Florida 32163.

**SECTION 6 REGISTERED AGENT AND REGISTERED OFFICE**

The Company's initial Registered Agent is Sarah E. Uhrig, and the Company's initial registered office is located at 1028 Lake Sumter Landing, The Villages, Florida 32162.

**SECTION 7 REGISTERED AGENT CONSENT**

I, Sarah E. Uhrig, a natural person and resident of Florida, accept the appointment as Registered Agent of The Hudson James Group, LLC, a Florida limited liability company. I understand that my responsibilities as Registered Agent are to receive service of process, notices, and demands; to

forward mail; and to notify the Division of Corporations immediately if I resign or if the registered office address changes from the addresses stated above.

Dated: January 9, 2023.



Sarah E. Uhrig, Registered Agent

#### **SECTION 8 ORGANIZER'S NAME AND ADDRESS**

The Organizer's name is Jill Schulte, a natural person whose address is 216 Roxbury Drive, O'Fallon, Missouri 63366.

#### **SECTION 9 ADDITIONAL CONTRIBUTIONS**

The Operating Agreement specifies the times and amounts of additional contributions to the Company.

#### **SECTION 10 ADDITIONAL MEMBERS**

The Company has the right to admit additional Members to the Company under the terms and conditions of the Company's Operating Agreement. Any Member who is later admitted as a Member of the Company will have all of the rights and obligations of an original Member under the Operating Agreement. Any transferee of a Member's Interest in the Company must be treated as an Assignee until that transferee is admitted as an Additional or Substitute Member, if ever, under the Operating Agreement.

#### **SECTION 11 BUSINESS CONTINUATION**

If a Member's membership in the Company is terminated by an event, the remaining Members of the Company have the right to continue the Company's business under the terms of the Operating Agreement. A terminating event may include the Member's death, disability, retirement, resignation, withdrawal, expulsion, or bankruptcy. If the remaining Members fail to continue the Company's business according to the terms of the Operating Agreement, the Company must be dissolved and liquidated under the Act and the Operating Agreement.

#### **SECTION 12 OPERATING AGREEMENT AND AUTHORITY**

To the extent not expressly required by and provided for in the Act, the manner in which the Company conducts its business and affairs, the duties and authority of its Members and Managers, and the rights and obligations of its Members and Managers must be set forth in the Operating Agreement adopted by the initial Members and Managers of the Company. This Operating Agreement may be amended from time to time according to its provisions.

**SECTION 13 MANAGEMENT**

Management of the Company is vested in the Managers. The Managers have exclusive authority to act for the Company in all matters. The authorities and duties of the Managers are set forth in the Operating Agreement. The names of the initial Managers are:

Jill Schulte

Robert G. Schulte

Catherine A. Schulte

**SECTION 14 INDEMNIFICATION AND LIABILITY**

As determined by the Managers of the Company, the Company may indemnify and advance expenses to a Member, Manager, employee, or agent of the Company in connection with any proceeding, to the extent permitted by applicable laws and statutes, the Act, and the Company's Operating Agreement.

**SECTION 15 TRANSFERABILITY OF INTEREST**

Interest in the Company is nontransferable except as specifically set forth in the Company's Operating Agreement.

Signed on: January 6, 2023

  
Jill Schulte, Organizer

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