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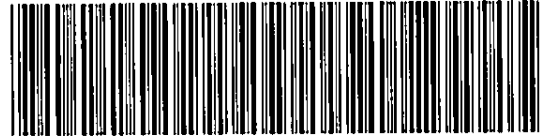
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CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
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TRIFECTA CIGAR LOUNGE, LLC

Please Debit FCA000000003 For: 25

Thank you Seth Neeley



- ___ Art of Inc. File _____
- ___ LTD Partnership File _____
- ___ Foreign Corp. File _____
- ___ L.C. File _____
- ___ Fictitious Name File _____
- ___ Trade/Service Mark _____
- ___ Merger File _____
- ☒ Art. of Amend. File _____
- ___ RA Resignation _____
- ___ Dissolution / Withdrawal _____
- ___ Annual Report / Reinstatement _____
- ___ Cert. Copy _____
- ☒ Photo Copy _____
- ___ Certificate of Good Standing _____
- ___ Certificate of Status _____
- ___ Certificate of Fictitious Name _____
- ___ Corp Record Search _____
- ___ Officer Search _____
- ___ Fictitious Search _____
- ___ Fictitious Owner Search _____
- ___ Vehicle Search _____
- ___ Driving Record _____
- ___ UCC 1 or 3 File _____
- ___ UCC 11 Search _____
- ___ UCC 11 Retrieval _____
- ___ Courier _____

Signature

Requested by:

Name _____ Date _____ Time _____

Walk-In _____ Will Pick Up _____

**AMENDED AND RESTATED
ARTICLES OF ORGANIZATION
OF
TRIFECTA CIGAR LOUNGE, LLC**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SECTION 1 INTRODUCTION AND PRELIMINARY STATEMENTS

The undersigned organizer (**Organizer**) desires to form a limited liability company under the laws of the State of Florida by delivering these Articles of Organization in duplicate to the Department of State of the State of Florida, in accordance with Florida Revised Limited Liability Company Act (**Act**).

SECTION 2 NAME

The name of the limited liability company is Trifecta Cigar Lounge, 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 Department of State 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 its records is 5629 Skytop Drive, Lithia, Florida 33547.

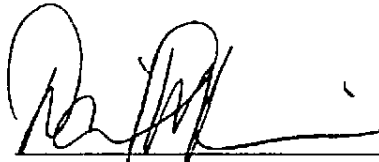
SECTION 6 REGISTERED AGENT AND REGISTERED OFFICE

The Company's initial Registered Agent is Medina Law Group, P.A., and the Company's initial registered office is located at 425 S. Florida Avenue, Suite 101, Lakeland, Florida 33801.

SECTION 7 REGISTERED AGENT CONSENT

I, Daniel Medina, as President of Medina Law Group, P.A., a Florida professional association, the undersigned, hereby accept the appointment as registered agent of the Trifecta Cigar Lounge, LLC, upon whom process, notices and demands may be served. I understand that as agent the Medina Law Group, P.A. will be my responsibility to receive service of process, to forward mail, and to immediately notify the Office of the Secretary of State in the event of its resignation or of any changes in the Registered Office Address.

Dated: April 17, 2024.



Daniel Medina, President of
Medina Law Group, P.A., Registered Agent

SECTION 8 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 9 BUSINESS CONTINUATION

If a Member's Interest in the Company is terminated by a terminating 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 10 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 11 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 and addresses of the initial Managers are:

Anthony Donald Allaire

5629 Skytop Drive
Lithia, Florida 33547

Kelly Anne Plusquellic
5629 Skytop Drive
Lithia, Florida 33547

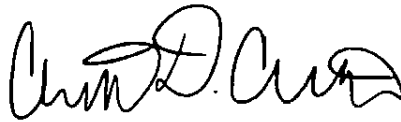
SECTION 12 INDEMNIFICATION AND LIABILITY

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 13 TRANSFERABILITY OF INTEREST

Interests in the Company are nontransferable except as specifically set forth in the Company's Operating Agreement.

Signed on: April 17, 2024.

A handwritten signature in black ink, appearing to read "Anthony D. Allaire", written over a horizontal line.

Anthony Donald Allaire, Organizer