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**FLORIDA LIMITED LIABILITY CO.**

**Hong Kong Bee Nest, PLLC**

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**ARTICLES OF ORGANIZATION  
OF  
HONG KONG BEE NEST, PLLC**  
*a Florida Professional Limited Liability Company*

**Article I. Name.**

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

**Hong Kong Bee Nest, PLLC**

**Article II. Principal & Mailing Address**

The mailing and principal address of the Company is 9217 Telfer Run Orlando FL 32817.

**Article III. Effective Date**

The filing of these Articles of Organization shall have an effective date of January 1, 2024.

**Article IV. Purpose and Powers.**

The Company shall:

- (A) engage in real estate-related activities requiring a license as a broker associate or sales associate in Florida under the direction, control, or management of another person licensed as a broker in Florida, all in accordance with Chapter 475, Florida Statutes, and any other lawful activity incident thereto that a professional limited liability company may engage in under the laws of the State of Florida, in accordance with the Florida Revised Limited Liability Company Act as modified by the Professional Service Corporation and Limited Liability Company Act (collectively being the "Act"), and
- (B) have the power to do all things necessary or convenient to carry out its activities and affairs in accordance with the Act.

**Article V. Management.**

Section 5.01 Management of the Company's business and affairs shall be vested in a board of managers. Each manager shall be an individual person licensed as a real estate broker, broker associate, or sales associate in Florida and may, but need not be, a member of the Company. If, at any time, a manager is no longer licensed as a broker, broker associate, or sales associate in Florida, then, notwithstanding any provision of the Operating Agreement to the contrary, such manager may be removed.

Section 5.02 As of the date of the filing of these Articles of Organization the number of managers of the Company shall be one, and Kam Fai Yung, shall be the initial member of the Board of Managers of the Company.

Section 5.03 The number of managers may be either increased or decreased from time to time by the members in accordance with the Operating Agreement (as defined in Article VI below), or, if not therein, by the affirmative vote of those members holding a majority of the membership interests of the Company entitled to vote on such matter.

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(being a "**Majority Vote of the Members**"), *provided that*, there shall always be at least one manager.

Section 5.04 Each manager shall be entitled to receive such compensation for his or her services to the Company as a manager as may be set by the Board of Managers at any annual or special meeting thereof, provided that, the Board of Managers may elect not to compensate the managers of the Company for such services. The Board of Managers may authorize and require the payment of reasonable expenses incurred by each manager in attending meetings of the Board of Managers.

Section 5.05 Nothing in this Article shall be construed to preclude a manager from serving the Company in any other capacity and receiving compensation therefor.

Section 5.06 Any manager may be removed from office in accordance with the Operating Agreement, or, if not therein, by a Majority Vote of the Members voting at any annual or special meeting of the members or by written action in accordance with these Articles of Organization or the Act, for any cause deemed sufficient by such members or for no cause whatsoever.

Section 5.07 Except as set forth in the Operating Agreement, in case one or more vacancies occur in the Board of Managers by reason of death, resignation, or otherwise, such vacancies shall be filled by the members at the next annual meeting of the members, at a special meeting called for the purpose of filling such vacancies, or by written action in accordance with the Act, *provided, that*, any such vacancy may be filled by the remaining managers until the members take action to fill such vacancy.

#### **Article VI. Operating Agreement.**

The members may, from time to time, adopt, amend, alter, or repeal the operating agreement of the Company (the "**Operating Agreement**") in accordance with the Operating Agreement in effect prior to such adoption, amendment, alteration, or repeal, or, if not therein, by a Majority Vote of the Members, voting at any annual or special meeting of the members or by written action in accordance with the Act, *provided, that*:

- (A) the Operating Agreement and all amendments, replacements, and alterations thereto and a repeal thereof shall be in writing, and
- (B) any amendment, alteration, repeal, or replacement of the Operating Agreement that requires an additional capital contribution from, revises the treatment of any capital contribution of, or requires a guarantee of any obligation or liability of the Company by, any member shall not be valid as concerns such affected member without his or her written consent.

#### **Article VII. Membership Qualifications.**

Each member of the Company shall be an individual person licensed as a real estate broker, broker associate, or sales associate in Florida. Unless otherwise set forth in the Operating Agreement, if at any time a member is no longer licensed as a broker, broker associate, or sales associate in Florida, then the Company shall have the right and option upon notice to such member to purchase such member's membership interest for an amount (the "**Redemption Price**") equal to: (A) the Net Book Value (as defined below),

multiplied by (B) such member's membership interest (as defined in Article XI) divided by 100. The Redemption Price shall be payable by the Company in 60 equal monthly installments without interest. **Net Book Value** means the aggregate net book value of all of the tangible assets of the Law Firm, taking into account diminutions, depreciations, and other accounting charges, deductions, and write-offs, as recorded in the financial records and accounts of the Law Firm.

**Article VIII. Membership Interests and Securities Certificated.**

Each membership interest in and each other security issued by the Company 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 the form set forth in the Operating Agreement, or if not therein, as adopted and approved by the Board of Managers.

**Article IX. 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 Board of Managers may, in accordance with these the Operating Agreement, or if not therein, these Articles of Organization, appoint one manager or other authorized person to execute such instruments, documents, and agreements on behalf of the Company.

**Article X. 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 an annual meeting of the members shall be held not less frequently than every thirteen (13) months. Failure to hold the annual meeting of the members shall not work as a forfeiture or dissolution of the Company. Unless otherwise set forth in the Operating Agreement:

- (A) a majority of the members by membership interest that are entitled to vote on the matters coming before the members at an annual or special meeting of the members shall constitute a quorum for such meeting, and
- (B) the Majority Vote of the Members entitled to vote on the subject matter represented an annual or special meeting at which a quorum is present shall be the act of the members, unless the vote of a greater proportion or voting by classes is required by the Operating Agreement.

If a quorum is not represented at an annual or special meeting of the members, such meeting may be adjourned for a period not to exceed sixty (60) days at any one adjournment.

**Article XI. Voting and Membership Interests.**

Unless otherwise set forth in the Operating Agreement, which may, without limitation, establish membership interest units as the basis of voting, allocation of profits and losses,

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or for any other purpose and 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 each member:

- (A) shall vote in accordance with his or her membership interest in the Company, and
- (B) may vote by proxy or in person.

Membership interest means the one hundred multiplied by the result of: (AA) the balance of the capital account of such member, divided by (BB) the balance of all capital accounts of all members, excluding each capital account of each member whose membership interest is held by a transferee or assignee not then admitted as a member. No transferee or assignee not admitted as a member shall be entitled to vote on any matter.

#### **Article XII. Action by Members without a Meeting.**

Unless the Operating Agreement provides otherwise, any action required by the Operating Agreement, these Articles of Organization, the Act, or other applicable law to be taken or which may be taken at any annual or special meeting of the 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 those members having the membership interests that would be necessary to authorize or take such action at a meeting at which all of the members entitled to vote on the matters therein were present and had voted. If any class of members is entitled to vote on any such matter as a class, then, in addition to the foregoing, such written consent shall be signed by those members having the membership interests of such class that would be necessary to authorize or take such action at a meeting at which all members of such class were present.

#### **Article XIII. Liability of Members and Indemnification.**

Section 13.01 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, stated in these Articles of Organization, the Operating Agreement, or another contract obligating such member to make a contribution.

Section 13.02 Except as set forth in the Act, no member shall 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 13.03 The Company shall indemnify and hold harmless each member, manager, and agent of the Company (the "**Indemnified Related Party**") against any damages, liabilities, obligations, cost, and expenses (including attorney's fees and related costs) incurred or suffered by the Indemnified Related Party in any proceeding in which he or she is made a party because he or she is or was a member, manager, or agent of the Company if:

- (A) he or she acted and conducted himself or herself in good faith,
- (B) he or she reasonably believed:
  - (1) in the case of conduct in his or her official capacity, that such conduct was in the best interest of the Company, or

- (2) in all other cases, that his or her 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 his or her conduct was unlawful.

Section 13.04 The Company shall advance the reasonable expenses incurred by an Indemnified Related Party who is a party to a proceeding if:

- (A) such Indemnified Related Party furnishes the Company with: (1) a written affirmation of his or her good-faith belief that he or she has met the standard of conduct required for indemnification, and (2) an agreement, instrument or other undertaking, executed personally by the Indemnified Related Party or his or her agent on behalf of the Indemnified Related Party, agreeing to repay the advance if it is determined that the Indemnified Related Party 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 of the Company would not preclude indemnification.

Section 13.05 The Company shall indemnify and hold harmless each Indemnified Related Party against reasonable costs and expenses (including attorney's fees and related costs) incurred or suffered by the Indemnified Related Party in any proceeding in which he or she is successful on the merits or otherwise.

Section 13.06 A person or entity entitled to indemnification pursuant to this Article XIII may apply for indemnification to the court conducting the applicable proceeding or to another court of competent jurisdiction.

#### **Article XIV. Admission of a New Member.**

A person may be admitted as a member only upon:

- (A) such person being qualified to be a member in accordance with these Articles of Organization, the Operating Agreement, or the Act, and
- (B) either: (1) satisfaction of all of the conditions set forth in the Operating Agreement, or (2) if not in the Operating Agreement, then upon: (a) the affirmative vote of all of the members, and (b) such person: (i) making a capital contribution in the amount determined by a Majority Vote of the Members, and (ii) entering and becoming bound by the Operating Agreement.

#### **Article XV. 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 or, if not therein, upon the affirmative vote of all of the members, excluding the member seeking to make the transfer or assignment. 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 he or she is admitted as a member in accordance with the Operating Agreement or, if not therein, these Articles of Organization. Unless a transfer or assignment is approved and the transferee or assignee is admitted as a member in the foregoing manner, such transferee or assignee shall hold

only an economic interest and only be entitled to receive the share of profits 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. Any withdrawal by a member that is not permitted by the Operating Agreement but required by the Act to be permitted shall be a wrongful withdrawal and shall entitle the Company to damages arising therefrom from the withdrawing member.

**Article XVI. Registered Agent and Registered Office.**

The initial registered office of the Company is 9217 Telfer Run Orlando FL 32817, and the name of the initial registered agent of the Company at such registered office is KamFai Yung

IN WITNESS WHEREOF, the undersigned member has executed these Articles of Organization as of the date set forth below.

KamFai Yung  
KamFai Yung Dec 28, 2023 12:25 EST December 29, 2023  
KamFai Yung, Member

**ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT**

The undersigned is familiar with the obligations of the registered agent and hereby accepts the appointment to serve as the registered agent of Hong Kong Bee Nest, PLLC.

KamFai Yung  
KamFai Yung Dec 28, 2023 12:25 EST December 29, 2023  
KamFai Yung