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TALLAHASSEE, FL

Articles of Organization

MERCHANT DOODLE SERVICES LLC

A Florida Limited Liability Company

ARTICLE I. NAME

1.01. *Name.* The name of the entity is MERCHANT DOODLE SERVICES LLC. (the "Company")

1.02. *Fictitious Names.* Pursuant to the Florida "Fictitious Name Act" this Company may legally operate under one or more assumed names. (s.865.09 F.S.)

1.03. *Authority.* This Company is being formed pursuant to Title XXXVI "Business Organizations", Chapter 605 "Florida Revised Limited Liability Company Act" of the 2023 Florida Statutes.

1.04. *A Limited Liability Company.* Pursuant to the powers defined in s.605.0109 F.S., and all other applicable law, this Company is being formed as a Florida Limited Liability Company.

ARTICLE II. ADDRESS

2.01. *Address.* The Mailing Address and Street Address of the principle office of the limited liability company are:

Principle Office Address:

Merchant Doodle Services LLC
340 9th St North Suite 92
Naples, FL 34102

Mailing Address:

Merchant Doodle Services LLC
340 9th St North Suite 92
Naples, FL 34102

ARTICLE III. REGISTERED AGENT AND REGISTERED OFFICE

3.01. *Registered Agent.* The Name and the Florida Street Address of the Registered Agent are:

Registered Agents Inc
7901 4th St N STE 300
St. Petersburg, Florida 33702
Pinellas County

3.02. *Consent.* Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in these Articles of Organization, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605.0113 F.S.



REGISTERED AGENTS SIGNATURE

David Roberts / Registered Agents, Inc.

2024 APR 15 4:11 PM
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ARTICLE IV. MANAGEMENT

4.01. *Management.* This limited liability company is manager-managed by one or more managers.

4.02. *Initial Manager.* The name and address of the initial manager authorized to manage and control the limited liability company is:

"MGR" Robin James
P.O. Box 2412
Naples, FL 34106

ARTICLE V. NATURE, PURPOSE, AND DURATION

5.01. *The Entity.* Pursuant to s.605.0108(1) F.S. this limited liability company is an entity distinct from its members.

5.02. *Any and All Lawful Business.* Pursuant to s.605.0108(2) F.S. this limited liability company may have any lawful purpose, regardless of whether the company is a for-profit company.

5.03. *Perpetual Duration.* The duration of this limited liability company is indefinite.

ARTICLE VI. GOVERNING DOCUMENTS

6.01. *Governing Documents.* These Articles of Organization, the official Company Operating Agreement, and the Minutes of the Company Meetings including the Annual Meetings and all Special Meetings work cohesively together and in unison with Title XXXVI of the Florida Statutes to efficiently and effectively govern MERCHANT DOODLE SERVICES LLC. As such and pursuant to s.605.0201 F.S., "the Articles of Organization may contain statements on matters other than those required under subsection (2), but may not vary from or otherwise affect the provisions specified in s.605.0105(3) F.S. in a manner inconsistent with that subsection." Therefore, these Articles of Organization may contain statements, declarations, and/or other provisions that may also be contained in the Company Operating Agreement and/or the Minutes of the Company Meetings.

ARTICLE VII. NOTICE OF OPERATING AGREEMENT IN FORCE

7.01. *Operating Agreement.* Pursuant to s.605.0102(45) F.S. in the Florida Revised Limited Liability Company Act, "Operating Agreement" means an agreement, whether referred to as an operating agreement or not, which may be oral, implied, in a record, or in any combination thereof, of the members of a limited liability company, including a sole member, concerning the matters described in s.605.0105(1) F.S.. The term includes the operating agreement as amended or restated. As further provided by the Florida Revised Limited Liability Company Act s.605.0106(5) F.S., an operating agreement of a limited liability company that has only one member is not unenforceable because there is only one person who is a party to the operating agreement.

7.02. *Members and Managers have No Personal or Individual Liability.* Pursuant to s.605.0304 F.S., and in accordance with the provisions of the written and adopted official Operating Agreement of MERCHANT DOODLE SERVICES LLC, this provision restricts certain duties and liabilities in accordance with Florida Statute 605.0304 F.S. Liability of members and managers - which declares; (1) A debt, obligation, or other liability of a limited liability company is solely the debt, obligation, or other liability of the company. A member or manager is not personally liable, directly or indirectly, by way of contribution or otherwise, for a debt, obligation, or other liability of the company solely by reason of being or acting as a member or manager. This subsection applies regardless of the dissolution of the company. (2) The failure of a limited liability company to observe formalities relating to the exercise of its powers or management of its activities and affairs is not a ground for imposing liability on a member or manager of the company for a debt, obligation, or other liability of the company. (3) When and where allowable by law, the limitation of liability in this section is in addition to the limitations of liability provided for in s.605.04093 F.S..

Therefore this provision legally and lawfully establishes, declares, and restricts that "A Member, Manager, Managing Member, and/or Officer of the Company is not individually and/or personally liable for a debt, obligation, or liability of the Company including liability under a judgment, decree, or court order, unless said person shall freely and in an individual capacity and with express intent to establish personal guarantee, execute in writing a properly witnessed and legally-binding promissory note, personal guarantee, or personal instrument to pay such debt, obligation, or liability.

7.03. *Member Indemnification.* To the full extent allowable by law, s.605.0408(2) F.S., and the written official Operating Agreement of MERCHANT DOODLE SERVICES LLC, the company herein indemnifies and holds harmless its Member(s), Manager(s), and the Officer(s) of the Company, except for such specific actions and causes as are further specified and detailed in the official Operating Agreement of the company.

ARTICLE VIII. TWO CLASSES OF MEMBERSHIP

8.01. *Classes of Membership.* As more fully described in the official Operating Agreement of Merchant Doodle Services LLC there shall be two (2) classes of membership in this Company: (1) Class A Membership having and enjoying the full rights and privileges of membership including both voting rights and complete economic rights; and (2) Class B Membership existing with restricted rights and privileges of membership, having no voting rights and no economic rights. All membership interest(s) in this Company which is not expressly Class A Membership is expressly Class B Membership.

8.02. *Members of Class B.* Members of Class B shall consist of members who have acquired or acceded to their membership in the Company by means of (1) sale or assignment whether voluntary or involuntary by any member of the Company that is in satisfaction of a debt, liability, or financial obligation of any kind; (2) the award or judgment of any court or arbitrator in any contested proceeding involving the partition of the business assets of anyone holding membership; (3) the judgment or award of any court or arbitrator in any contested divorce proceeding; (4) the execution of or levy upon a judgment or any court order; (5) the filing of a member under any chapter of the United States Bankruptcy Code specifically including bankruptcy trustees; (6) any type of receivership, or garnishment, or sequestration, or any other compulsory or forced legal type or collection type of process or action.

8.03. *Class B Membership – Restricted Rights.*

(A) Class B membership shall have the following and only the following limited rights: (1) the right to receive notice of any and all meetings of the membership of the Company and be present at any such meeting; Class B members may express their opinions within a thirty (30) minute limited time frame regarding any matters discussed at any meeting of the membership; (2) the right to receive cash distributions and/or property distributions when and only when it may be so authorized by the unanimous vote of the Class A Membership.

(B) Class B members shall have no rights, privileges, or authority: (1) to vote their membership interest, inasmuch as Class B membership is and shall continue to be non-voting in all respects and instances; (2) to set, call, or preside over any meeting of the membership or to place any item on the agenda of any meeting; (3) to serve as a manager or managing member of the Company; (4) to hold title, office, or position as any officer or agent of the Company; (5) to serve or act as the registered agent of the Company; (6) to act on behalf of the Company or to make representations to or agreements with non-members on behalf of the Company, or enter into any contracts on behalf of the Company; (7) to audit, examine, or inspect the accounts, books, or records of the Company in any way; (8) to force any sale, partition, or distribution of any of the assets of the Company; or (9) to force the termination, dissolution, or winding up of the Company or of any series of the Company.

8.04. *Distribution Restrictions.* If and when the membership interest of any member or members of the Company becomes subject to a garnishment, an attachment, the execution upon a judgment, or a charging order, then no distributions shall be made to said membership interest without the express and unanimous approval of the Class A Membership of the Company.

ARTICLE IX. RESTRICTIONS ON TRANSFERS

9.01. *Restrictions on Transfers.* All membership interest in MERCHANT DOODLE SERVICES LLC shall be evidenced by an official "Certificate of Membership Interest" that: (1) clearly states the class of membership, the percentage of membership, and percentage of profit-share, if any, conferred upon and/or possessed by the designated holder of the official "Certificate of Membership Interest"; (2) clearly displays a notice referring to the existence of these herein declared and stated "Restrictions on Transfers" and "Rights of First Refusal"; (3) is evidenced and dated by signature of an authorized representative of the company; and (4) bears the official Company Seal. Pursuant to s.605.0502 F.S., this provision 9.01, and as more fully detailed and described in the official Operating Agreement of MERCHANT DOODLE SERVICES LLC, all membership interest in this Company is subject to the Restrictions on Transfers described and detailed in the official Operating Agreement of the Company.

9.02. *Rights of First Refusal.* The Rights of First Refusal to purchase or acquire any membership interest of any member desiring to transfer or sell their respective membership interest belongs exclusively to the Company. In the event the Company elects not to purchase or acquire said membership interest, the remaining Class A Members possess the rights of first refusal to be exercised *pro rata*, according to each Class A Members individual membership interest.

9.03. *Outside Survivorship Agreements.* The official Operating Agreement of MERCHANT DOODLE SERVICES LLC may contain provisions and clauses authorizing, establishing, and allowing certain "Joint Tenants with Rights of Survivorship" and/or other "Outside Survivorship Agreements" as special additions and/or special exemptions to these Restrictions on Transfers and/or Rights of First Refusal provisions.

ARTICLE X. EFFECTIVENESS OF FILING

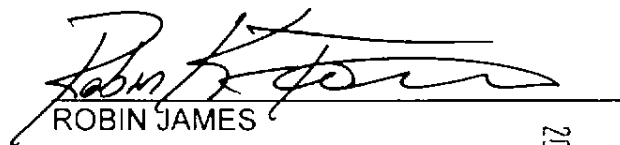
10.01. *Effective Date.* The effective date of these Articles of Organization will be the date this instrument is filed by the Florida Department of State, Division of Corporations, notwithstanding the date of execution.

10.02. *Penalties for False Filing.* The authorized representative of the Company affirms that the person designated as registered agent has consented to the appointment and signs these Articles of Organization subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

10.03. *Affirmation.* In accordance with section 605.0203 (1) (b), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third-degree felony as provided for in s.817.155, F.S.

Dated: March 09, 2024

AUTHORIZED REPRESENTATIVE:


ROBIN JAMES

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2024 APR 15 AM 11:30
TALLAHASSEE, FL