

L17000076782

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(City/State/Zip/Phone #)

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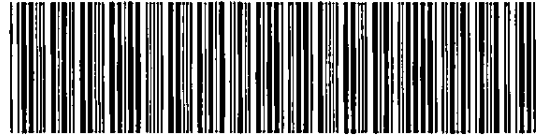
(Business Entity Name)

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FILED
2017 OCT -9 PM 4:37
TALLAHASSEE, FLA

D. SCOTT
OCT 9 2017

RJMG FUND, LLC
Post Office Box 75127
Tampa , Fl. 33675-0127
813-699-6931

October 3, 2017

Florida Department of State
Post Office Box 6327
Tallahassee , Fl. 32314

Please find enclosed amendment to the LLC adding Anne McQueen as manager.

Should you have any questions , please do not hesitate to contact me at 813-699-9631 or email at robertgoldstein3@gmail.com.

Please note the mailing address is: Post Office Box 75127 Tampa, Fl. 33675
Physical Address is : 800 East Baker St. Tampa, Fl. 33603

Regards

Robert Goldstein
Robertgoldstein3@gmail.com

FILED
2017 OCT -6 PM 4:30
TALLAHASSEE, FLA

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: RJMG Fund, LLC

Name of Limited Liability Company

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Robert J Goldstein

Name of Person

RJMG Fund, LLC

Firm/Company

P O BOX 75127

Address

Tampa Fla 33675

City/State and Zip Code

robertgoldstein3@gmail.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Robert J Goldstein

813 6999631

Name of Person

at ()
Area Code

Daytime Telephone Number

Enclosed is a check for the following amount:

☒ \$25.00 Filing Fee

☐ \$30.00 Filing Fee &
Certificate of Status

☐ \$55.00 Filing Fee &
Certified Copy
(additional copy is enclosed)

☐ \$60.00 Filing Fee &
Certificate of Status &
Certified Copy
(additional copy is enclosed)

MAILING ADDRESS:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

STREET/COURIER ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

FILED
2017 OCT -5 PM 11:30
TALLAHASSEE, FL

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF**

RJMG Fund. LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on 04/05/2017 and assigned
Florida document number L17000076782.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

The new name must be distinguishable and contain the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

New Registered Office Address:

Enter Florida street address

Florida

City

Zip Code

New Registered Agent's Signature, if changing Registered Agent:

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 relative 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, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

If Changing Registered Agent, Signature of New Registered Agent

If amending Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

MGR = Manager
AMBR = Authorized Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
MGR	Anne McQueen	800 E Baker St. Tampa, Fla 33603	<input checked="" type="checkbox"/> Add
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			<input type="checkbox"/> Change
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			<input type="checkbox"/> Change

FILED
 OCT 10 2011
 TAMPA, FL
 CLERK OF DISTRICT COURT
 1301 N. GADSDEN ST.
 TAMPA, FL 33603

D. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

see attached

E. Effective date, if other than the date of filing: _____ **(optional)**

(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of:

(b) The 90th day after the record is filed.

Dated October 3 2017



Signature of a member or authorized representative of a member

Robert J Goldstein

Typed or printed name of signer

Operating Agreement of

RJMG Fund, LLC

*A Florida Manager-Managed
Limited Liability Company*

FILED
2017 OCT -6 PM 4:30
CLERK OF DISTRICT COURT
JACKSONVILLE, FLORIDA

THE MEMBERSHIP INTERESTS EVIDENCED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES LAWS OF ANY STATE OR FOREIGN JURISDICTION AND MAY NOT BE SOLD OR TRANSFERRED WITHOUT COMPLIANCE WITH ANY AND ALL APPLICABLE FEDERAL, STATE OR FOREIGN SECURITIES LAWS.

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FILED

OPERATING AGREEMENT OF RJMG Fund, LLC *(a Manager-Managed Limited Liability Company)*

This Operating Agreement of RJMG Fund, LLC (a Limited Liability Company), is entered into as of the date set forth in ARTICLE XVIII Signatures of Members and Managers, by and among, the undersigned as "Members" or "Managers."

WHEREAS, the LLC has been, or will be formed by filing Articles of Organization with the Florida Secretary of State. A copy of this Organizational Document has been, or upon formation will be, placed in the LLC's corporate record book.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto, intending to be legally bound, agree and certify as follows:

ARTICLE I Name

The name of the LLC shall be RJMG Fund, LLC. However, the business of the LLC may be conducted under any name chosen by the Manager by complying with the state's fictitious or assumed business name statutes and procedures; and the Manager may, from time to time, change the name of the LLC.

ARTICLE II Principal Place of Business

The principal place of business of the LLC shall be 800 E. Baker St., Tampa, FL 33603 and the mailing address shall be PO Box 75127, Tampa, FL 33675. Such other location may hereafter be determined by the Manager. The Manager shall promptly notify the Members of any change in the principal place of business. The LLC shall maintain such other offices at any other place or places, within and without the State, as the Manager may from time to time deem advisable.

FILED
MAR 11 2014
TAMPA, FL
CLERK OF CIRCUIT COURT

ARTICLE III Registered Agent

The registered agent for service of process on the LLC shall be Robert J. Goldstein, 800 E. Baker Street, Tampa, FL 33603. The registered agent of this LLC may be changed from time to time as the Managers may see fit, by filing a change of registered agent statement with the state LLC. It will not be necessary to amend this provision of the Operating Agreement if and when such changes are made.

ARTICLE IV Purpose of the LLC

The specific purpose of the LLC shall include the following, as amended, adopted, and exempted by Internal Revenue Code §4975(d) and Department of Labor PTE 96-62:

1. Real Estate: Buy, sell, mortgage, encumber, develop, lease, manage, operate, invest in, deal in, and otherwise hold undeveloped, community, residential, and agricultural real and personal property of all kinds, including, but not limited to, shopping centers, stores, office buildings, and apartment complexes, publicly traded securities, exchange listed options, private equity investments, and any other type of investment.
2. Business Ventures: To purchase or sell interests in Limited Liability Companies, Partnerships, Joint Ventures or Corporations.
3. Secured and Unsecured Notes: To invest in secured or unsecured notes.
4. Deeds of Trusts and Mortgages: To invest in deeds of trusts, mortgage notes and other interest-bearing notes, whether in first or subordinate positions, and whether purchased from brokers or private parties. To purchase or sell portions of mortgages, whereby the LLC holds an undivided interest in that portion of the note and receives a proportionate amount of income due pursuant to the terms of such note. To purchase discounted notes and real estate purchase options.
5. Private Stock: To invest in private or closed corporation stock offerings, such investment to comply with the securities and exchange Blue Sky regulations within the states where the offering is made.
6. Common Stock, Bonds, Mutual Funds and Options: To purchase, sell, acquire, and encumber, common stock, bonds, mutual funds, Certificate of Deposits, commodity exchanges and option exchanges.
7. Other Purposes: To invest, purchase, sell and encumber auto paper, commercial paper, convertible notes, hedge funds, foreign stock, foreign currency, royalty rights, equipment and leases, annuities, commodities, rights and warrants, American Depository

Receipts, personal property, any coin described in Internal Revenue Code §408(m)(3)(A), insurance policies, U.S. Treasury Bills, and farm real estate.

8. Additionally, the LLC may acquire such assets and engage in investments of all types and any and all other lawful purposes that may be conducted by a LLC as deemed appropriate by the Manager. However, the business and purposes of the LLC shall not be limited to its initial principal business activity and it shall have authority to engage in any other lawful business, trade, purpose or activity permitted by the Act, and it shall possess and may exercise all of the powers and privileges granted by the Act or which the manager deems appropriate.

ARTICLE V General Authority of the LLC

The General Authority of the LLC shall be as follows:

1. To operate for the exclusive benefit of the member and/or its beneficiaries, pursuant to Internal Revenue Code §408(a) and as further defined in Internal Revenue Publication 590, §2.
2. To derive income from regularly carried on trades or businesses that substantially relate to the performance by the LLC in fulfillment of its exempt purpose, to operate for the exclusive benefit of the member and/or its beneficiaries.
3. To expend LLC capital and income in the exercise of any of their rights or powers hereunder;
4. To sell, assign, convey, or otherwise transfer title to any portion of the LLC's real and personal property, including any interest in any mortgage, lease, or other interest in real or personal property;
5. To lease, upon such terms as may be deemed proper, all or any portions of the LLC's real or personal property, regardless of whether the leased space or facility is to be occupied by the lessee or subleased in whole or in part to others;
6. To borrow money for the LLC on the security of all or any part of its real and personal property, and in conjunction therewith, execute all the necessary papers and documents, including, but not limited to, bonds, notes, mortgages, pledges, security agreements, and confessions of judgment for and on behalf of the LLC;
7. To obtain replacements of mortgages of the LLC's property;
8. To prepay in whole or in part, refinance, increase, modify, consolidate, or extend, on such terms as the Manager may deem proper, any debts affecting the LLC's real or personal property;
9. To place record title to the LLC's real or personal property in the name or names of a nominee or nominees for the purpose of mortgage financing or any other conven-

RJMG Fund, LLC

- ience or benefit to the LLC, so long as such action does not create a non-exempted prohibited transaction as defined in §4975 of the Internal Revenue Code;
10. To set aside LLC capital or other funds for payment of past, current, and future liabilities of the LLC;
 11. To select and open LLC bank accounts, with withdrawals there from to be made upon a signature or signatures designated by the Manager;
 12. To select and open LLC brokerage accounts, with withdrawals there from to be made upon a signature or signatures designated by the Manager;
 13. To invest as a Member in any property and make supplemental investments in and/or loans to other entities and to take any other action to protect the LLC's investments, in their sole discretion, including, without limitation, the right to vote on all matters requiring the votes of the LLC under any investment;
 14. To lend money or extend credit on behalf of the LLC;
 15. To invest and reinvest LLC funds;
 16. To hypothecate securities owned by the LLC;
 17. To sell and buy options including but not limited to those on established exchanges;
 18. To incur obligations (contractual or otherwise), and to perform, compromise, or discharge such obligations;
 19. To retain other Persons to render services to them or to the LLC and to compensate such Persons therefore;
 20. To subject to their continuing general supervision, to delegate to other Persons the performance of any duties they are required to perform or the exercise of any rights they possess;
 21. To prosecute, defend, or compromise actions on behalf of the LLC or its Members;
 22. To become a Manager or Member in another LLC;
 23. To exercise all voting and other rights incident to the LLC's ownership of an interest in another Person;
 24. To pay or reimburse any Person for costs, expenses, or losses incurred in connection with any aspect of the LLC or its business;
 25. To do and perform all such other acts as may be necessary or appropriate to the conduct of the LLC's business;
 26. To negotiate for and conclude agreements for the sale, exchange, or other disposition of all or substantially all of the property of the LLC as provided for herein;
 27. To establish and maintain appropriate reserves for expenses, losses, and liabilities, contingent or otherwise; and
 28. To not engage in any of the aforementioned activities, if by taking such actions there would be a violation of sections §408 or §4975 of the Internal Revenue Code, not exempted by Department of Labor PTE 96-62.

ARTICLE VI Capital Contributions of Members

1. Initial Capital Contributions: The initial capital contributions contributed by the Members and the fair market values thereof as represented by Interests in the LLC are listed on Schedule B attached hereto.
2. Additional Capital Contributions: Except as may be required by Internal Revenue Code §704, and except as otherwise determined by the Manager, no additional share of Profits or Losses shall inure to any Member because of changes or fluctuations in his or her capital account. However, Manager may agree, from time to time by unanimous vote, to require the payment of additional capital contributions by the Member, on or by a mutually agreeable date.
3. Revaluations under Certain Circumstances: The value of property contributed by the Members has been agreed to by each Member. The Interests of this LLC have been allocated based on such valuation and are deemed equal to the capital contributed. If a valuation different from that agreed is finally determined by the Internal Revenue Service, then the percentage ownership of LLC Interests may, in the sole discretion of the Manager, be increased or decreased, as may be appropriate, so that the fair market value of the Interests allocated is equal to the fair market value of the Member's contributed capital as of the date of contribution. If such reallocation of LLC Interests requires a redetermination and reallocation of profits, losses, and cash distributed, then each Member shall receive from or contribute back to the LLC such reallocation or redistribution.
4. Restrictions Relating to LLC Capital: Except as otherwise specifically provided in this Agreement, no Member shall have the right to withdraw or reduce his or her Capital Contribution; no Member shall be entitled to receive interest on his or her Capital Contribution; no Member shall have the right to partition of LLC property or to receive property other than cash, if any, in return for his or her Capital Contribution; no Member shall be required to make any further contributions to the Capital of the LLC; except as otherwise provided herein, no Member shall be liable to the LLC or to any other Person to restore any deficit balance in his or her Capital Account or to reimburse any other Member for any portion of such other Member's investment in the LLC; no Member shall have priority over any other Member as to the return of his or her Capital Contribution; and no Member shall have a right to the return of his or her Capital Contribution prior to dissolution and termination of the LLC, and then only to the extent of Cash Available For Distribution.
5. Nature of LLC Interest: Interests shall be personal property for all purposes. All property owned by the LLC, whether real or personal, tangible or intangible, shall be

deemed to be owned by the LLC as an entity; and no Member, individually, shall have ownership of such property. The Members hereby agree that no Member, nor any successor in interest to any Member, shall have the right while this Agreement remains in effect, to have any LLC asset partitioned, or to file a complaint or institute any proceedings at law or in equity to have such asset partitioned; and each Member, on behalf of himself, his or her successors, successors-in-title, and assigns, hereby waives any such right.

ARTICLE VII Term

The LLC shall continue in perpetuity. The LLC shall terminate when a proposal to dissolve is adopted by the membership of the LLC or when the LLC is otherwise terminated in accordance with law.

ARTICLE VIII Profits, Losses, and Distributions

1. Operating Profits and Operating Losses: The LLC's net profits and losses will be computed in accordance with generally accepted accounting principles. Except as otherwise provided herein, all Operating Profits and Losses shall be allocated among the Member according to such Member's Percentage Interest. No Member has priority over any other Member as to LLC profits.
2. Allocation of Recapture Items and Certain Accounts Receivables: To the extent permitted by the applicable Code provisions and Treasury Regulations, any recapture of investment tax credit, or any ordinary income attributable to depreciation or cost recovery deductions, shall be allocated to the Members who (or whose predecessors) benefited from the tax credits or deductions giving rise to the recapture and income from accounts receivables shall be allocated to the Members in accordance with their Percentage Interests at the time the accounts receivables were earned.
3. Tax Allocations: Code Section 704(c): In accordance with Internal Revenue Code §704(c) and the Regulations there under, income, gain, loss, and deduction with respect to any property contributed to the capital of the LLC shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the LLC for federal income tax purposes and its initial Gross Asset Value. In the event the Gross Asset Value of any LLC asset is adjusted, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Internal Revenue Code §704(c) and the Regulations thereunder. Any elections or

other decisions relating to such allocations shall be made by the Manager in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items or distributions pursuant to any provision of this Agreement.

4. Disposition Profits: Disposition Profits shall be allocated as follows:
 - 4.1. Disposition Profits as ordinary income under Internal Revenue Code §1245 or 1250 (or under §751(a) to the extent attributable to unrealized receivables constituting §1245 or §1250 recapture) shall be allocated among the Manager and Members in proportion to total Operating Losses previously allocated to each of them.
 - 4.2. Disposition Profits in excess thereof, but not to exceed an amount equal to the sum of the negative Capital Account balances of all Members with such negative Capital Account balances, shall be allocated to such Persons in proportion to their respective negative Capital Account balances.
 - 4.3. Disposition Profits in excess of the amounts allocated under the two immediately preceding sections shall be allocated in accordance with the section of this article entitled "Operating Profits and Operating Losses."
5. Disposition Losses: Except as otherwise provided herein, Disposition Losses shall be allocated to those Members with positive Capital Account balances in proportion thereto.
6. Distribution of Cash Available for Distribution: All Cash Available for Distribution each year shall be distributed to all Members in accordance with such Members' Percentage Interest.
7. Reserves: In addition to all other rights pursuant to this Agreement, the Manager shall have the right to set aside sufficient LLC funds in connection with the operation of the LLC's business, and in connection with any anticipated expansion of the LLC's business. Any funds set aside in such reserves shall not constitute Cash Available for Distribution; but the Manager may elect to make a portion of such funds subsequently available for distribution (and thereby become Cash Available For Distribution) to the extent that the Manager determine that such funds are substantially in excess of the amount necessary to provide an adequate reserve for the operation of the LLC's business, and any anticipated expansion of the LLC's business. In the event the Manager, at any time, elects to make any portion of such reserves available as Cash Available for Distribution, they shall so notify the Members.

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ARTICLE IX Expenses of the Manager

1. Compensation of Manager: No Manager shall receive any compensation in any form whatsoever.
2. Expenses Incurred by the Manager: The Manager shall be entitled to incur any and all costs, overhead, and expenses so long as such expenses are necessary and ordinary for the LLC's production of income, and the manager does not receive any incidental benefit from the expenses.

ARTICLE X Management of the LLC, Rights, Powers, and Obligations of the Manager, Successor Manager

1. Manager: The Managers of the LLC shall be Robert J. Goldstein and Joan Goldstein
2. Restrictions on Authority of the Manager: Except as otherwise specifically provided in this Agreement, the Manager shall not have the right to perform any act in violation of any applicable law, the regulations thereunder, or to perform any act that is inconsistent with the terms of this Agreement. In particular, the manager does not have the power or authority to enter into any actions that would be considered prohibited transactions as per Internal Revenue Code §4975, if the LLC was considered a "plan" as that term is defined in §4975(e)(1). However, Manager is authorized pursuant to Department of Labor PTE 96-62 to rely on EXPRO exemptions for specific transactions. Manager(s) has the authority to conduct any and all business transactions of the LLC collectively or individually.
3. Independent Activities: Notwithstanding any other provision of this Agreement to the contrary, the relationship between the Members shall be limited to the performance of this Agreement and shall not affect any other business or activity of any Member. The Manager and the Members may engage in whatever other activities they choose, notwithstanding the so-called "corporate opportunity" doctrine as it applies to the LLC or any of its Members. Furthermore, neither the LLC nor any of the Members shall have any rights to income or profit derived from such independent activities of the Manager and their Affiliates.
4. Devotion of Time: The Manager shall manage and control the LLC and its business to the best of Manager's ability, but in so doing, the Manager shall devote only such time to the business of the LLC as is reasonably required to discharge their duties hereunder.

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5. Participation by Members: Except to the extent of their voting rights under the Act, this Agreement and this paragraph. Non-Managing Members may not participate in the management and control of the LLC. However, each Member shall have the power to vote that portion of stock of a "controlled corporation" (as defined in Internal Revenue Code §2036(b)(2)) owned by the LLC equal to the Member's Percentage Interest.
6. Management Meetings: Manager shall be able to approve the business of the LLC informally, and may, at their discretion, call and hold formal management meetings according to the rules set for in the following provisions of this Operating Agreement:
 - 6.1. Regularly scheduled Management Meetings need not be held;
 - 6.2. Any Manager may, upon their discretion, call such a meeting by communication to other Managers, noting the purpose or purposes for which such Meeting is called;
 - 6.2.1. Any such Meeting shall be held within a reasonable time after Manager has requested such Meeting, and, in no event, later than 30 days;
 - 6.2.2. A quorum for such formal Manager Meeting shall consist of all Managers, and if a quorum is not present, such Meeting shall be adjourned to a new place and time with notice of the adjourned meeting given to all Managers;
 - 6.2.3. A quorum, however, shall not be necessary of all non-attending Managers agreed in writing prior to such Meeting, and such written consents are kept and filed with the records of the Meeting; and
 - 6.2.4. The proceedings of all formal Manager Meetings shall be noted or summarized with the written Minutes of Meeting and a copy shall be placed with the corporate records for the LLC.
7. Manager's Right to Deal with the LLC: Any Manager, or any entity controlling, controlled by, under common control with, or otherwise affiliated with any Manager, shall not contract with, or otherwise deal with the LLC. Additionally, in the event it is deemed in the best interests of the LLC to engage in a transaction with any entity in which a disqualified person as defined in Internal Revenue Code §4975 has any ownership interest, the transaction must be analyzed and approved by an individual who is not related (as per Internal Revenue Code §267(c)) to any Member or Manager of the LLC. This limitation, however, is governed by both Internal Revenue Code §4975(d) and Department of Labor PTE 96-62, and Manager, any entity controlling, controlled by, under common control with, or otherwise affiliated with Manager, shall rely on Internal Revenue Code §4975(d) and/or Department of Labor EXPRO when determining the validity of a transaction.
8. Successor Manager: The Successor Manager shall be Jacob Goldstein. The appointment of the Successor Manager shall be accomplished by and shall take effect upon the ac-

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ceptance of the provisions of this agreement, evidenced by the signature of Successor Manager in Article XVIII. All of the provisions set forth herein with respect to the Manager shall relate to the Successor Manager so appointed with the same force and effect as if such Successor Manager had been originally named herein as the Manager hereunder.

ARTICLE XI Resignation, Withdrawal, and Removal of Manager, Successor Manager; Election of a New Manager

1. Death, Withdrawal, or Incapacity of a Manager: A Manager shall have the right to withdraw upon sixty days' written notice. If the withdrawing Manager also owns LLC Interests then the Interests as a Manager shall be added to the existing LLC Interest and such combined Interests shall be subject to all of the terms and conditions contained herein relating to Members. In the event of death, incapacity, or withdrawal of a Manager, the remaining Manager shall continue as the LLC's Manager, and if there should be no remaining Manager, the above named Successor Manager shall be the Manager per Article X, para 8; if the Successor Manager is unable to fulfill his or her duties of Manager, the LLC shall not dissolve, and the Members shall have the same rights as are set forth in the section of this article entitled "Bankruptcy, Other Circumstances and Involuntary Assignment by Manager." A Manager shall be considered incapacitated if unable to take an active part in the management of the LLC affairs for a period in excess of ninety consecutive days.
2. Bankruptcy, Other Circumstances, and Involuntary Assignment by Manager: In the event a Manager's Interest is taken by levy, foreclosure, charging order, execution, or other similar proceeding, the LLC shall not dissolve. The assignee of that Manager's Interest shall receive only that Manager's rights to distributions of profits and losses of the LLC and shall, in no event, have the right to interfere in the management or the administration of the LLC business or affairs or to act as a Manager. The assignee shall only have the right to receive profits and losses attributable to the Manager's Interest in the LLC, and shall not be admitted as a Member or Manager of the LLC. In this event, and if said Member shall resign as Manager, the Members shall, within ten days of the assignment of said Interest, elect, by Majority-in-interest of the Members Vote, a new Manager if there are no remaining Manager whose Interests have not been taken in a manner described previously, or elect to dissolve the LLC.
3. Admission of a Successor Manager: Any successor Person shall be admitted as a Manager of the LLC if the following terms are satisfied:

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- 3.1. The successor Person shall have accepted and assumed all the terms and provisions of this Agreement;
 - 3.2. If the successor is a corporation, it shall have provided counsel for the LLC with a certified copy of a resolution of its Board of Directors authorizing it to become a Manager under the terms and conditions of this Agreement;
 - 3.3. The successor Person shall have executed the Agreement, the Certificate, and such other documents or instruments as may be required or appropriate in order to effect the admission of such Person or entity as a Manager;
 - 3.4. Counsel for the LLC shall have rendered an opinion that none of the actions taken in connection with such Transfer nor the admission of the successor entity shall cause the termination or dissolution of the LLC or cause it to be taxed as an association taxable as a corporation and not as a LLC.
4. Removal of Manager: Upon the written consent or affirmative Vote of a Majority-in-interest of the Members, the Manager may be removed if, simultaneously with such removal, a successor Manager is elected by a Majority-in-interest of the Members.

ARTICLE XII Assignment of LLC Interests by Limited Members; Substitution of Members

1. Involuntary Assignment by Member: In the event that a Member's Interests are taken by levy, foreclosure, charging order, execution, or other similar proceeding, the LLC shall not dissolve but the assignee of said Interest shall be entitled to no more than to receive the profits and losses attributable to said Interests in accordance with the assignee's Percentage Interest and, in no event, shall said assignee have the right to interfere with the management or administration of the LLC business or affairs, or to become a substituted Member except as otherwise provided herein.
2. Substituted Member: No assignee or transferee of the whole or any portion of a Member's Interests shall have the right to become a substituted Member in place of his or her assignor unless all of the following conditions are satisfied:
 - 2.1. The Manager and Members have consented in writing to the admission of the assignee as a substituted Member;
 - 2.2. The fully executed and acknowledged written instrument of assignment that has been filed by the assignor with the LLC and that sets forth the intention of the assignor that the assignee become a substitute Member; and
 - 2.3. The assignor and assignee execute and acknowledge such other instruments as the Manager may deem necessary or desirable to effect such admission, including the written acceptance and adoption by the assignee of the provisions of this Agreement and his or her execution, acknowledgment, and delivery to the

Manager of a Power of Attorney, the form and content of which shall be provided by the Manager.

3. Other Rules Governing Members: Upon the death or legal incompetency of an individual Member, his or her personal representative shall only have the rights of a Member for the purpose of settling or managing his or her estate, and such power as the decedent or incompetent possesses to constitute a successor as an assignee of its Interest in the LLC and to join with such assignee in making application to substitute such assignee as a Member. Upon the Bankruptcy, insolvency, dissolution, or other cessation to exist as a legal entity (of a Member, not an individual), the authorized representative of such entity shall only have the rights of a Member for the purpose of effecting the orderly winding up and disposition of the business of such entity and such power as such entity possessed to constitute a successor as an assignee of its Interest in the LLC and to join with such assignee in making application to substitute such assignee as a Member.
4. Expulsion of Member: The Manager may terminate the interest of a Member and expel him or her:
 - 4.1. For interfering in the management of the LLC's affairs or otherwise engaging in conduct that could result in the LLC losing its tax status as a LLC;
 - 4.2. If the conduct of a Member tends to bring The LLC into disrepute or his or her interest become subject to attachment, garnishment, or similar legal proceedings; or
 - 4.3. For failing to meet any commitment to the Manager in accordance with any written undertaking.
 - 4.4. In each of the foregoing events, the termination shall not result in forfeiture to the Member of the value of his or her interests in the LLC at the time of termination.
5. No Proxy shall be Valid: Except as provided herein, a Member shall not grant a proxy to any person and, except as provided herein, no proxy of a Member shall be valid.
6. Members Consent to Sale of Interests and Admission of an Assignee of a Member: A person may be admitted as a Member by the decision of the Manager, provided that he or she consent in writing in a form satisfactory to the Members, to be bound by this Agreement.

ARTICLE XIII Certain Transfers

1. Involuntary Termination: Notwithstanding any other provision of this Agreement, no sale or exchange of interests may be made if the Interest sought to be sold or exchanged, when added to all other interests, sold or exchanged within the period of

twelve consecutive months prior thereto, equals 50 percent or more of the total percentage participations or if the sale or exchange otherwise will lead to the termination of the LLC under Internal Revenue Code §708 of the Code. A sale or exchange of Interests, if approved by the Manager, may be made only if, before the date thereof, the LLC receives an opinion of counsel, satisfactory in form and substance to the counsel for the LLC, that the transaction will not lead to the termination of the LLC or otherwise have adverse tax results to the Members. "Adverse tax results" include any incidence of income tax or any loss or lessening of currently allowable deductions. However, all sales or exchanges of interest, and any interest sought to be sold or exchanged, when added to all other interests, sold or exchanged within the period of twelve consecutive months prior thereto, equal to 50% or more of the total percentage participations or exchange may rely on Department of Labor PTE 96-62 to determine the validity of such transaction.

2. Right of First Refusal: If any Member receives an offer, regardless of whether solicited by him or her, from a person not then a Member, to purchase all or any portion of his or her or her Interests (herein "Offered Interest"), and if the Member receiving the offer is willing to accept it, he or she shall give written notice of the amount and terms of the offer, the identity of the proposed transferee, and his or her willingness to accept the offer to each of the other Members. The other Members shall have the option, within sixty days after that notice is given, to purchase the Offered Interest on the same terms as those contained in the offer. The other Members may exercise this option jointly or individually. If more than one Member exercises the option individually, each such Member may purchase that portion of the Offered Interest that his or her interest in the LLC's capital bears to the aggregate of the interests in the LLC's capital of all Members exercising such option.

ARTICLE XIV Dissolution, Continuation, Winding-Up and Termination

1. Dissolution of LLC: The LLC shall be dissolved upon the first of any of the following events to occur:
 - 1.1. The retirement, removal, death, Bankruptcy, or insanity of a Manager, unless the remaining Manager or a voting Majority, vote against dissolution;
 - 1.2. The Vote to dissolve by all the Members accompanied by notice thereof to the Manager;
 - 1.3. The expiration of the term of the LLC unless it is extended by a Voting Majority; or

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- 1.4. The disposition of all, or substantially all, of the property of the LLC, including, without limitation, cash and securities.
2. Continuation Following Dissolution: Upon the occurrence of any event specified in the section of this article entitled "Dissolution of LLC," the remaining Manager shall have the right to continue the business of the LLC.
3. Winding-Up and Termination: If, upon dissolution, the Members elect to wind up the LLC or fail to continue its business, the Manager (or if there is no Manager, a Manager elected by a Voting Majority) shall take only those steps necessary to wind up the LLC's business and, in connection therewith, shall take full account of the LLC's assets and liabilities, and such assets or the proceeds therefrom shall be applied in the following order:
 - 3.1. To the payment and discharge of all LLC debts and liabilities to Persons other than Members (or former Members);
 - 3.2. To the payment and discharge of LLC debts and liabilities to Members (or former Members);
 - 3.3. To the payment and discharge of LLC debts and liabilities to Manager (or former Manager);
 - 3.4. To those Members with positive balances in their Capital Accounts, in the ratio of such positive balances, until no Member shall have a positive Capital Account; and
 - 3.5. Thereafter, to the Members as in accordance with their Percentage Interest.
4. Rights of Members to Assets upon Termination and Liquidation: Upon termination of the LLC, each Member shall look solely to the net assets of the LLC for the return of his or her investment in the LLC. If LLC assets remaining after the discharge of, or provision for, the debts and liabilities of the LLC are insufficient to permit return of his or her investment, then such Member shall have no recourse against any other Member or former Member.
5. Negative Capital Account: Upon dissolution and liquidation of the LLC, any Member with a negative capital account shall restore the account to a zero balance from the capital items or capital receipts distributed to him or her by the LLC.

ARTICLE XV Books, Accounting, Fiscal Year, Special Tax
Considerations and Tax Elections

1. Books and Records: The LLC's books and records shall be maintained on that method of accounting selected by the Manager.
2. Fiscal Year: The fiscal years of the LLC shall be the calendar year, or any other date so approved and accepted by the Internal Revenue Service.

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JANUARY 1 2017

3. *Tax Elections:* If the LLC has more than one member then the Manager of the LLC intends that the LLC be initially classified as a partnership for federal, and, if applicable, state income tax purposes. It is understood that all Managers may agree to change the tax treatment of this LLC by signing, or authorizing, the signature of Internal Revenue Service Form 8832, Entity Classification Election, and filing such Form with the Internal Revenue Service and, if applicable, the state tax department within the subscribed time limits.
4. *Tax on Unrelated Business Income:*
 - 4.1. In accordance with Internal Revenue Code §512, if it is determined that income from a trade or business carried on by the LLC is not substantially related to the performance by the LLC of operating for the exclusive benefit of and deriving income for the exclusive benefit of the member and/or its beneficiaries, Manager will compile any and all information and/or documentation necessary to timely file Internal Revenue Service Form 990-T.
 - 4.2. Manager shall pay any such tax due in full upon filing of the 990-T, but no later than the return is due, as determined without extensions.
 - 4.3. Manager shall make estimated tax payments if it is expected that any unrelated income tax after allowable adjustments will be in excess of \$500.00. All estimated tax payments shall be paid by the 15th day of the 4th, 6th, 9th and 12th months of the tax year.
5. *Tax on Income from Debt Financed Property:*
 - 5.1. In determining the LLC's tax liability, if any, Manager shall include any investment income that would otherwise be excluded from an exempt organization's unrelated business taxable income if such income is derived from debt-financed property pursuant to Internal Revenue Code §514.
 - 5.2. If, after accounting for all deductions and exemptions granted by Internal Revenue Code §514, Manager determines the LLC will owe tax, Manager shall compute such tax in accordance with Internal Revenue Code §514.
 - 5.3. Manager shall pay any such tax due in full, no later than the return is due.
6. *Tax Matters Partner:* If required or desired pursuant to Internal Revenue Code provisions or regulations, the LLC shall designate from among its Managers or Members a "tax matters partner", in accordance with Internal Revenue Code §6231(a)(7) and corresponding regulations. Such "tax matters partner" shall fulfill such role as spokesperson for the LLC in dealings with the Internal Revenue Service as required under such Codes and Regulations, and shall report to all Managers and Members on the progress and outcome of such dealings.

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ARTICLE XVI Rights and Obligations of Members

1. Management of Business: The Members shall not take part in the management or control of the business of the LLC nor transact any business in the name of the LLC. The Members shall not have the power to sign for or bind the LLC to any agreement or document. The Members shall not have any liability with respect to the LLC and the Members hereof, nor any power or authority with respect to the LLC except as stated elsewhere in this Agreement.
2. Limitation on Liability of the Members: The liability of each Member shall be limited to its Capital Contribution. No Member shall have:
 - 2.1. Any additional personal liability to contribute money to, or in respect of, the liabilities or obligations of the LLC;
 - 2.2. Any personal liability for any obligations of the LLC; provided, however, that a Member receiving a distribution in return, in whole or in part, of its Capital Contribution shall be liable to the LLC for any sum, not in excess of such amount returned, necessary to discharge liabilities of the LLC to all creditors who extended credit or whose claims arose before such distribution was made; or
 - 2.3. Any obligation to make advances to the LLC.

ARTICLE XVII Miscellaneous

1. Notices: LLC records, statements, and returns may be mailed to Members via regular first-class mail, postage prepaid. Any other notice, request, demand, instruction, consent, approval, or other communication required or permitted to be given hereunder shall be in writing and be personally delivered, transmitted by telex or wire, or sent by registered or certified mail, postage and fees prepaid, return receipt requested. Notice shall be deemed to have been given upon personal delivery, two business days after transmission by telex or wire or five business days after mailing in the manner provided above. The addresses, for purposes of this section, may be changed by any Member by the Member's giving written notice thereof in the manner provided herein. Unless and until such written notice is given, the last address given, or address provided herein (if no notice of change has been given) shall control. All such communications shall be addressed as follows:
 - 1.1. If to a Manager, to the LLC's principal place of business;

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- 1.2. If to a Member, to the address specified in the records of the LLC, maintained by the Manager and made available to any Member upon reasonable request therefore.
2. Section Captions: Section and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provisions hereof.
3. Severability: Every provision of this Agreement is severable. If any provision hereof is held to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
4. Amendments: Amendments of this Agreement may be proposed by the Manager or by all Members. The Manager shall give notice to the Members of any proposed amendment and may include in any such submission their recommendations as to the proposed amendments. The Manager shall seek the written Vote of the Members entitled to Vote thereon, and for these purposes the Manager may require a response within a specified time, but not less than fifteen days. Failure to respond within such time shall constitute a vote that is in favor of the Manager's recommendation, if any, with respect to the proposal. A proposed amendment shall be adopted and become effective as an amendment hereto if it receives the affirmative Vote of the Manager and a Voting Majority.
 - 4.1. The Manager may, without the consent of any Member, amend this Agreement or any of the documents or agreements executed in connection therewith, but only for the purposes of:
 - 4.1.1. Correcting an error or omission;
 - 4.1.2. Satisfying the requirements of the conditions imposed by any federal or state governmental agency with jurisdiction over the LLC or the sale of Interests, including, without limitation, any requirements of the Internal Revenue Service;
 - 4.1.3. Reflecting the admission, substitution, transfer, withdrawal, or removal of a Manager or Member; and
 - 4.1.4. Affecting any purpose of the LLC that does not materially affect the rights and privileges of the Members, but only with the consent of the majority of the Manager.
 - 4.2. The Manager will not be required to amend the Certificate more than once each calendar quarter.
5. Right to Rely on the Authority of the Manager: No Person dealing with the Manager shall be required to determine their authority to make any commitment or undertaking on behalf of the LLC, or to determine any fact or circumstance bearing upon the existence of their authority. In addition, no purchaser of any asset owned by the LLC shall be required:

- 5.1. To determine the sole and exclusive authority of the Manager to sign and deliver on behalf of the LLC any instrument of transfer; or
- 5.2. To confirm the application or distribution of revenues or proceeds paid or credited in connection therewith, unless such purchasers shall have received written notice from the LLC to the contrary.
6. Litigation: The LLC and the Manager shall respond to any final decree, judgment, or decision of a court of competent jurisdiction or board or authority having jurisdiction in the matter. The LLC shall satisfy any such judgment, decree, or decision first out of any insurance proceeds available therefrom, next out of the capital and assets of the LLC.
7. Arbitration: Unless the Members agree otherwise, any controversy among the Members or between any Member(s) and the LLC, including, without limitation, regarding the construction of the Agreement, and any claim arising out of this Agreement or its breach, shall be submitted to arbitration upon the written request of one party after the service of that request on the other party. The parties to such arbitration shall each appoint one person to hear and determine the dispute. If these two arbitrators cannot agree, then the two arbitrators shall choose a third impartial arbitrator whose decision shall be final and conclusive on both parties. The cost of the arbitration shall be borne by the losing party or in such proportion as the arbitrators shall decide.
8. Partition: Each of the parties irrevocably waives, during the term of the LLC and during the period of its liquidation following any dissolution, any right that he or she may have to maintain any action for partition with respect to any assets of the LLC.
9. Applicable Law: The laws of the state of Florida shall govern the interpretation of this Agreement.
10. Counterpart Execution: The Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one Agreement.
11. Successors: Except as otherwise provided in this Agreement, each and every provision hereof shall be binding on and inure to the benefit of the successors and assigns of the respective parties hereto.
12. Integrated Agreement: This Agreement and the documents executed or delivered in connection therewith constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof. There are no agreements, understandings, restrictions, representations, or warranties other than those set forth or referred to herein.
13. Number and Gender: The singular when used in this Agreement shall include the plural, and the masculine gender shall include the feminine and neuter genders, unless the context clearly indicates otherwise.

14. Further Assurance: Each Member agrees to execute such further documents and to cooperate fully with other Members in taking whatever further action may be necessary or appropriate to effectuate the purposes of this Agreement.
15. Remedies: The rights and remedies of any of the Members hereunder shall not be mutually exclusive, and the exercise by a Member of any right he or she may have shall not preclude the exercise of any other right he or she may have.
16. Authority: Each individual executing this Agreement on behalf of a Person other than an individual warrants that he or she is authorized to do so and that the execution and performance of this Agreement by such person does not violate any agreement or legal restriction to which such Person is subject and that this Agreement will constitute a legally binding obligation of the person he or she represents.

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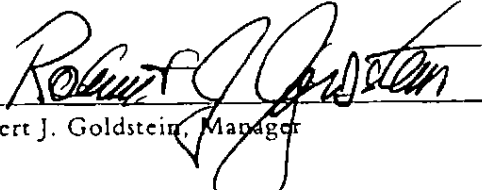
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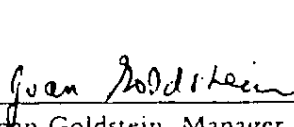
**ARTICLE XVIII Signatures of Member, Manager, & Successor
Manager**

IN WITNESS WHEREOF, the Member of this LLC, the Manager, and the Successor Manager on the date of execution of this Agreement, sign and adopt this agreement as the Operating Agreement of this LLC and agree to abide by its terms.

MANAGER: Robert J. Goldstein

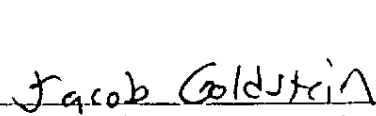
SIGNATURE:  4/9/17
Robert J. Goldstein, Manager Date

MANAGER: Joan Goldstein

SIGNATURE:  4/9/17
Joan Goldstein, Manager Date

SUCCESSOR

MANAGER: Jacob Goldstein

SIGNATURE:  4/9/17
Jacob Goldstein, Successor Manager Date

MEMBER: The Kingdom Trust Company
c/o Robert Goldstein IRA 5544706657
1105 State Route 121
Bypass N, Unit B
Murray, KY 42071
Tax ID: 27-4376351

Read & Approved
by (Initial):

SIGNATURE:


Robert Goldstein

Kingdom Trust

4.12.17
Date

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SCHEDULE A

RJMG Fund, LLC

MANAGERS:

Robert J. Goldstein
800 E. Baker St.
Tampa, FL 33603
PO Box 75127
Tampa, FL 33675

Joan Goldstein
800 E. Baker St.
Tampa, FL 33603
PO Box 75127
Tampa, FL 33675

SUCCESSOR MANAGER

Jacob Goldstein
800 E. Baker St.
Tampa, FL 33603
PO Box 75127
Tampa, FL 33675

MEMBER:

The Kingdom Trust Company
cfbo Robert Goldstein IRA 5544706657
1105 State Route 121
Bypass N, Unit B
Murray, KY 42071
Tax ID: 27-4336351
Interest: 100%
Capital %: 100%

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RJMG Fund, LLC

SCHEDULE B

RJMG Fund, LLC

CONTRIBUTION LEDGER

The Kingdom Trust Company c/o Robert Goldstein IRA 5544706657:

Amount of Contribution	_____	Date	_____
Amount of Contribution	_____	Date	_____
Amount of Contribution	_____	Date	_____
Amount of Contribution	_____	Date	_____

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