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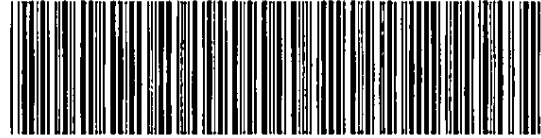
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2020 JAN 23 AM 10:16
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Amend

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: Jones Rental Company, LLC, Amendment to Articles of Organization

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:

Clyde Jones

Name of Person

Jones Rental Company, LLC

Firm/Company

726 Park Dr

Address

Leesburg, FL 34748

City/State and Zip Code

jonescly@comcast.net

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

For further information concerning this matter, please call:

Clyde Jones

352 255-2797

at ()

Name of Person

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 Address:

Registration Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

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

JONES RENTAL COMPANY 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 March 4, 2013 and assigned
Florida document number L130000032580.

This amendment is submitted to amend the following:

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

n/A

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)

no chg

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

no chg

2020 JAN 23 AM 10:06

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:

no chg

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.

no chg

If Changing Registered Agent, Signature of New Registered Agent

MGR = Manager
AMBR = Authorized Member

no chg

[illegible]

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

The attached operating agreement was restated effective January 1, 2020 to reflect the change in type of ownership interest by the members to tenants by the entirety and associated Operating Agreement changes.

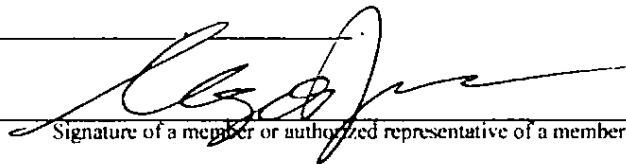
E. Effective date, if other than the date of filing: January 1, 2020 **(optional)**

(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 January 12, 2020


Signature of a member or authorized representative of a member

Clyde Jones

Typed or printed name of signee

FLORIDA LIMITED LIABILITY COMPANY OPERATING AGREEMENT

FOR

Jones Rental Company LLC
L130000032580

Amended and Restated effective January 1, 2020

This Company Agreement of this MANAGER MANAGED LIMITED LIABILITY COMPANY organized pursuant to Title 36, Chapter 608 of the Florida Statutes, was entered into and become effective as of March 1, 2013 by and among the Company and the persons executing this Agreement as Members. **This agreement was amended and restated effective January 1, 2020 to reflect the change in type of ownership interest by the members to tenants by the entirety and associated Operating Agreement changes.**

It is the Members, **Clyde H. Jones, Jr. and Ramona K. Jones, (married to each other)**, not as joint tenants, nor as tenants in common, but as tenants by the entirety, express intention to create a limited liability company in accordance with the Act, as currently written or subsequently amended or redrafted. Therefore, all provisions of this document shall be construed consistent with the afore described intent of the Members. Accordingly, in consideration of the conditions contained herein, he/she/they agree as follows:

ARTICLE I

Company Formation

- 1.1 **FORMATION.** The Members hereby form a Limited Liability Company ("Company") to be known as JONES RENTAL COMPANY LLC, subject to the provisions of state law as currently in effect as of this date. Original Articles of Organization were filed with the Florida Secretary of State effective March 1, 2013, and the company has been assigned document number L13000032580.
- 1.2 **REGISTERED OFFICE AND AGENT.** Pursuant to chapter 608.415 of the Florida Statutes, the name and address of the initial Florida registered agent for service of process shall be as stated in the Articles of Organization.
- 1.3 **TERM.** The Company shall continue for a perpetual period.
 - (a) Members whose capital interest as defined in Article 2.2 exceeds 50 percent vote for dissolution; or
 - (b) Any event which makes it unlawful for the business of the Company to be carried on by the Members; or

(c) Any other event causing dissolution of this Limited Liability Company under applicable state laws.

- 1.4 **CONTINUANCE OF COMPANY.** Notwithstanding the provisions of ARTICLE 1.3, in the event of an occurrence described in ARTICLE 1.3(c), if there are at least one remaining Member(s), said remaining Member(s) shall have the right to continue the business of the Company
- 1.5 **BUSINESS PURPOSE.** The Company shall conduct any and all lawful business deemed appropriate to execute the company's objectives.
- 1.6 **PRINCIPAL PLACE OF BUSINESS.** The location of the principal place of business of the Company shall be as stated in the Articles of Organization or at a location as the Managers select.
- 1.7 **THE MEMBERS.** The name and place of residence of each member are listed below at Certification of Members. Members are the owners of this company.
- 1.8 **ADMISSION OF ADDITIONAL MEMBERS.** Except as otherwise expressly provided in the Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the prior unanimous written consent of the Members.

ARTICLE II

Capital Contributions

- 2.1 **INITIAL CONTRIBUTIONS.** The Members initially shall contribute to the Company capital and the company shall keep record of the amount each contributed.
- 2.2 **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital.

ARTICLE III

Profits, Losses and Distributions

- 3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members on a prorated (50/50) basis, or as amended from time to time in accordance with Treasury Regulation 1.704-1.
- 3.2 **DISTRIBUTIONS.** The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses

and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of the Member's tenants by the entireties interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent the Member's shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

ARTICLE IV

Management

- 4.1 **MANAGEMENT OF THE BUSINESS.** This company shall be manager managed. The initial elected managers are set forth in the articles of organization filed with the appropriate State agency. Members holding a majority of the capital interests in the Company may elect Managers as the Members determine. Managers listed in the articles of organization and/or this agreement will serve as the Managers of this company until a meeting of members is held and new Manager(s) elected.
- 4.2 **MEMBERS.** Members shall not take part in the operation of the Company's affairs, unless they are elected Managers.
- 4.3 **POWERS OF MANAGERS.** The Managers, as authorized by Members, will make decisions as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of their management powers, the Managers are authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.
- 4.4 **NOMINEE.** Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Managers may designate. The Managers shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.

- 4.5 **COMPANY INFORMATION.** Upon request, the Managers shall supply to any member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Manager's possession regarding the Company or its activities. The exercise of the rights contained in this ARTICLE 4.5 shall be at the requesting Member's expense.
- 4.6 **EXCULPATION.** Any act or omission of the Managers, the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith to promote the best interests of the Company, shall not subject the Managers to any liability to the Members
- 4.7 **INDEMNIFICATION.** The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.
- 4.8 **RECORDS.** The Managers shall cause the Company to keep at its principal place of business or at another location agreeable by the Members, the following:
- (a) A current list in alphabetical order of the full name and the last known street address of each Member;
 - (b) A copy of the Certificate of Status and the Company Operating Agreement and all amendments;
 - (c) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;
 - (d) Copies of any financial statements of the limited liability company for the three most recent years.

ARTICLE V

Compensation

- 5.1 **MANAGEMENT FEE.** Any Manager rendering services to the Company shall be entitled to compensation commensurate with the value of such services as all members agree upon.
- 5.2 **REIMBURSEMENT.** The Company shall reimburse the Managers or Members for all direct out-of-pocket expenses incurred by them in managing the Company.

ARTICLE VI

Bookkeeping

- 6.1 **BOOKS.** The Managers shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business or at another location agreeable by the Members. Such books shall be kept on such method of accounting as the Managers shall select. The company's accounting period shall be the calendar year.
- 6.2 **MEMBER'S ACCOUNTS.** The Managers shall maintain capital and distribution accounts for the members as tenants by the entireties. The capital accounts shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of member's initial capital contribution increased by:
- (a) Any additional capital contribution made by the members;
 - (b) Credit balances transferred from the distribution account to member's capital account; and decreased by:
 - (a) Distributions to members in reduction of Company capital;
 - (b) The member's share of Company losses.
- 6.3 **REPORTS.** The Managers shall close the books of account after the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

ARTICLE VII

Transfers

- 7.1 **ASSIGNMENT.** As the Company is held by its members as tenants by the entireties, no individual member may sell, assign, or otherwise dispose of all or any part of its joint interest in the Company without prior modification of the Operating Agreement and change of the type of ownership interest by unanimous consent of the members.

7.2 EFFECT OF A MEMBER'S DISABILITY WHEN MEMBERS ARE MARRIED TO EACH OTHER.

Exercise of Disabled Spouse's Membership Rights by Non-Disabled Spouse. If the members are married to each other while they are members and if one of the members incurs a disability, the other member may exercise all of the disabled member's rights under this Agreement on behalf of the disabled member for the duration of the disability.

Definition of Disability: For purposes of this Section 7.4, a member shall be deemed to have incurred a disability if, for a period of 30 consecutive calendar days, the member is substantially unable to perform his or her responsibilities as a member of the LLC.

7.3 TRANSFER OF A MEMBER'S MEMBERSHIP RIGHTS UPON MEMBER'S DEATH. If either member dies while both members are members and married to each other, the membership rights of the deceased member under this agreement shall pass automatically to the other member in accordance with the ownership interest as tenants by the entireties.

LISTING OF MANAGERS

Chapter 608.422 Florida Statutes, the undersigned hereby agree to serve as managers for this LLC.

Signed this 1st day of January, 2020.


Chief Executive Manager

Signature Clyde H. Jones, Jr

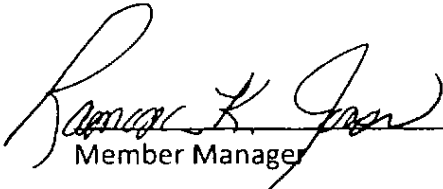
Printed Name

726 Park Drive

Address

Leesburg, FL 34748

Address


Member Manager

Signature Ramona K. Jones

Printed Name

726 Park Drive

Address

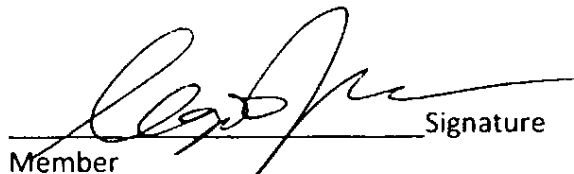
Leesburg, FL 34748

Address

CERTIFICATION OF MEMBERS

Chapter 608.4231 Florida Statutes, the undersigned hereby agree, acknowledge and certify to amend and restate this Operating Agreement.

Signed this 1st day of January, 2020.


Member

Signature Clyde H. Jones, Jr

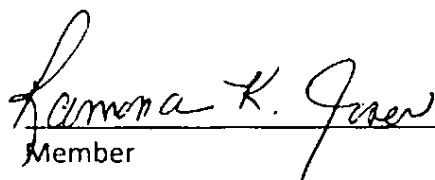
Printed Name

726 Park Drive

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Leesburg, FL 34748

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Member

Signature Ramona K. Jones

Printed Name

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