

43000132134

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

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MAIL

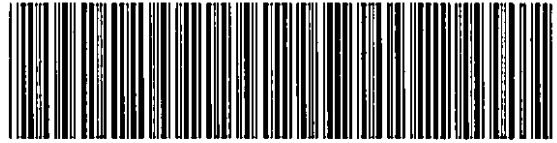
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



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07/06/18--01007--011 \*\*25.00

2018 JUL - 6 A 6:43

FILED

7/10/18 DS

## COVER LETTER

TO: Registration Section  
Division of Corporations

SUBJECT: Realty International Referrals 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:

Steven D McAuliffe

Name of Person

Realty International Referrals

Firm/Company

575 2nd Ave S

Address

St Petersburg, FL 33701

City/State and Zip Code

steve@burgdevelopment.com

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

For further information concerning this matter, please call:

Steven D McAuliffe

727

580-4143

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/COURIER ADDRESS:**  
Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

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FILED

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

Realty International Referrals 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 September 16, 2013 and assigned  
Florida document number L13000132134.

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:

575 2nd Ave S

(Principal office address MUST BE A STREET ADDRESS)

St Petersburg, FL 33701

Enter new mailing address, if applicable:

575 2nd Ave S

(Mailing address MAY BE A POST OFFICE BOX)

St Petersburg, FL 33701

**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:

Steven D McAuliffe

New Registered Office Address:

575 2nd Ave S

*Enter Florida street address*

St Petersburg

Florida 33701

*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	Steven D McAuliffe	4717 Dolphin Cay Ln S Apt 303,	<input checked="" type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
MGR	Michael K Gaskin		<input type="checkbox"/> Add
		204 37th Ave N #285, St Petersl	<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
MGR	Stephenson Anderson	575 2nd Aave S, St Petersburg,	<input checked="" type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change

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

See Attached: Change in ownership

E. Effective date, if other than the date of filing: July 2, 2018 (optional)

**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 7/2/18

Signature of a member or authorized representative of a member

STEVEN D. MAULIFF  
Typed or printed name of signee

Typed or printed name of signee

## BUY SELL AGREEMENT

This BUY SELL AGREEMENT (this "Agreement"), effective as of January 1st, 2018 (the "Effective Date"), is made and executed by and between Ann S. Rogers, with a mailing address for purposes of notice, of 204 37th Avenue North, #285, St. Petersburg, FL 33704 (the "Buyer"), and Michael Gaskin, with a mailing address for purposes of notice, of 11620 83rd Avenue, Seminole, FL 33772 (the "Seller") (collectively, the "Parties").

WHEREAS, the Parties formed a Florida limited liability company under the name Realty International Referrals, LLC (the "Company"), pursuant to Operating Agreement of the Company dated May 9, 2014, and any amendments thereto (the "Operating Agreement"),

WHEREAS, by function of the initial Capital Contribution and the Operating Agreement, the Buyer and Seller each currently hold a Fifty Percent (50%) Membership Interest in the Company (the "Interests").

WHEREAS, the Seller desires to sell, and Buyer agrees to purchase, on the terms and subject to the conditions set forth in this Agreement, all of the Seller's Fifty Percent (50%) Membership Interest in the Company (the "Interests"), and

WHEREAS, the Members of the Company have authorized this Buy Sell Agreement under its Consent to Action Without a Meeting of the Members, which is attached hereto as Exhibit A.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 1. Purchase and Sale of the Interests.

- a. **Acquisition.** Upon the terms and subject to the conditions set forth in this Agreement, the Seller shall sell, transfer and deliver to Buyer, and Buyer shall purchase from the Seller, the Interests. The purchase and sale of the Interests is referred to in this Agreement as the "Acquisition".
- b. **Purchase Price.** The purchase price for the Interests is One Hundred Dollars and Zero Cents (\$100.00).
- c. **Method of Payment.** All payments of funds pursuant to the Acquisition shall be made by a handwritten check mailed to the Seller at the address listed above, unless otherwise designated by Seller in writing provided to Buyer pursuant to the Notice provisions contained herein. This payment is to be made within Three (3) days of the Effective Date.

### 2. Release from Liability.

- a. Upon the terms and subject to the conditions set forth in this Agreement, the Buyer, in its capacity as Manager of the Company, agrees to release the Seller from all financial and general Company liabilities, the extent and terms of which will be enumerated in a separate Hold Harmless Agreement to be concurrently executed by the Parties.

- b. Upon the terms and subject to the conditions set forth in this Agreement, the Seller agrees to release the Company from all financial and general liabilities, the extent and terms of which will be enumerated in a separate Hold Harmless Agreement to be concurrently executed by the Parties.
  - c. Paragraph 2(a) and 2(b) above are to be strictly construed as a reference to the release of liability as a general term of consideration to this Transaction, and alone, without an accompanying executed Hold Harmless Agreement, do not release either party from any liability whatsoever.
3. **Withdrawal as Member.** Upon the Effective Date of this Agreement, the Seller withdraws its status as a Member of the Company, and, upon its execution, this Agreement serves as the Seller's express will of such withdrawal.
  4. **Removal as Manager.** Upon the Effective Date of this Agreement, the Seller agrees to resign its position as Manager of the Company and accept the removal of its status as Manager. Further details of this removal are outlined in the Company's Consent to Action Without Meeting of the Members, which is attached hereto as Exhibit A.
  5. **Notices.** Any notice or other communication given or made to a Party under this Agreement shall be in writing and delivered by hand, sent overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above, or to another address as that Party may subsequently designate by notice, and shall be deemed given on that date of delivery.
  6. **Amendments.** This Agreement may be amended or modified only by written agreement signed by all Parties.
  7. **Governing Law.** The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, not including its conflicts of law provisions.
  8. **Disputes.** Jurisdiction of any legal disputes arising from this Agreement shall be limited to Pinellas County, Florida. The parties agree that any dispute arising from this Agreement shall be resolved through mediation as a condition precedent to filing a lawsuit, and the Parties further expressly agree to waive the right to a jury trial for any and all legal disputes that may arise from this Agreement.
  9. **No Waiver.** No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.
  10. **Assignment.** No Party may assign its rights or delegate its duties under this Agreement without the other Party's prior written consent.
  11. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns.
  12. **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

- 13. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.
- 14. Headings.** The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement.
- 15. Entire Agreement.** This Agreement contains the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to the Acquisition.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Buy Sell Agreement, on the dates set forth below, with effect as of the Effective Date listed above.

Ann S. Rogers  
Member Full Name

  
Member Signature

7-1-18  
Date

Michael Gaskin  
Member Full Name

Michael Gaskin  
Member Signature

Digitally signed by Michael Gaskin  
DN: cn=Michael Gaskin, o=AC,  
email=michael.gaskin@ac.com, c=US  
Date: 2018.06.29 15:09:22 -0500

                      
Date



## AMENDMENT ONE TO THE OPERATING AGREEMENT

This AMENDMENT ONE TO THE OPERATING AGREEMENT (the "First Amendment") is effective as of January 1<sup>st</sup>, 2018 (the "Effective Date"), is made and executed by and between Ann S. Rogers, with a mailing address for purposes of notice of, 204 37th Avenue North, #285, St. Petersburg, FL 33704, and Michael Gaskin, with a mailing address for purposes of notice of 11620 83rd Avenue, Seminole, FL 33772 (each, a "Member" and collectively, the "Members").

WHEREAS, the Members formed a Florida limited liability company under the name Realty International Referrals LLC (the "Company"), pursuant to an Operating Agreement dated May 9, 2014, and any amendments thereto (the "Operating Agreement").

WHEREAS, the Members now wish to amend certain provisions of the Operating Agreement, pursuant to Section 11.4 of the Operating Agreement, and

WHEREAS, the Members have executed that certain Buy Sell Agreement, which is attached hereto as Exhibit A to this First Amendment.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members agree as follows:

1. Section 3.5 of the Operating Agreement, titled Withdrawal, is hereby amended and restated in its entirety as follows:

A Member may dissociate as a Member of the Company at any time by withdrawing as a Member by express will. The Member shall be dissociated upon the Company receiving notice of the person's express will to withdraw as a Member, or a date later than that of the notice, if specified by the Member. Any dissociation shall be deemed "wrongful" under the FRI,LLCA, and the Member shall be liable to the limited liability company and to the other Members for damages caused by the dissociation.

2. Section 3.6, titled Transfer of Membership Interest, is hereby added to the Operating Agreement as follows:

No Member shall make any Transfer of all or any part of its Membership Interest, whether now owned or hereafter acquired, except (a) with the vote of a Majority of the Members, as provided in Section 7.5 of this Agreement; (b) upon the death of a Member, the Membership Interest may be bought back by the company, at a price reasonably determined by the Manager(s); or (c) upon termination and liquidation, as provided by Article X of this Agreement.

3. Schedule A, titled Membership of Realty International Referrals, LLC, is added to the Operating Agreement. This Schedule A outlines the Name and Address of the Members, their Current Capital Account Balance, and their respective Membership Interest.

4. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Operating Agreement.
5. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.
6. The terms of this First Amendment shall be governed by and construed in accordance with the laws of the State of Florida, not including its conflicts of law provisions.
7. Except as otherwise modified and amended herein, the Operating Agreement remains unchanged and continues in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment One to the Operating Agreement, on the dates set forth below, with effect as of the Effective Date listed above.

Michael Gaskin  
Member Full Name

Michael Gaskin  
Digitally signed by Michael Gaskin  
DN: cn=Michael Gaskin, o=LL  
Email=m.gaskin@pythons.com, c=US  
Date: 2019.06.20 14:29:25 -0400  
Member Signature

\_\_\_\_\_  
Date

Ann S. Rogers  
Member Full Name

Ann S. Rogers  
Member Signature

7-1-18  
Date

## CONSENT TO ACTION WITHOUT A MEETING OF THE MEMBERS

By signing this document, which has an Effective Date of June 28, 2018, the undersigned, who are all the Members of Realty International Referrals, LLC, a Florida limited liability company (the "Company"), consent to the taking of the following actions without a meeting of the Members, in accordance with the terms of the Operating Agreement of the Company, as amended:

RESOLVED, that the Company authorizes the execution of Amendment One to the Operating Agreement, with an effective date of January 1, 2018.

RESOLVED, that the Company authorizes the execution of the Buy Sell Agreement between Ann S. Rogers and Michael Gaskins dated January 1, 2018.

RESOLVED, that the Company authorizes Michael Gaskin to sell and transfer his entire Fifty Percent (50%) Membership Interest in the Company to Ann S. Rogers, pursuant to the Buy Sell Agreement, and the Company further resolves that Michael Gaskin is no longer a Member of the Company.

RESOLVED, that the Company acknowledges that Ann S. Rogers now maintains One Hundred Percent (100%) of the Equity Interest in the Company.

RESOLVED, that effective January 1, 2018, pursuant to the Operating Agreement, as amended, Michael Gaskin is removed as a Manager of the Company, leaving Ann S. Rogers as the sole Manager of the Company.

RESOLVED, that the Company, as Indemnitor, authorizes the execution of the Hold Harmless (Indemnity) Agreement, with an effective date of January 1, 2018.

RESOLVED, that the Company, as Indemnitee, authorizes the execution of the Hold Harmless (Indemnity) Agreement, with an effective date of January 1, 2018.

RESOLVED, that the actions of the Company taken herein represent the express will and consent of the Majority of the Members of the Company, pursuant to the Operating Agreement.

The actions taken will be effective when this Consent to Action has been signed by all Members of the Company.

Michael Gaskin  
Member Full Name

Michael  
Gaskin

Digitally signed by Michael Gaskin  
DN: cn=Michael Gaskin, o=RI,  
email=michaelgaskin@realityintl.com,  
ou=US  
Date: 2018.06.30 15:05:24 -0400

Member Signature

Date

Ann S. Rogers  
Member Full Name

Ann S. Rogers  
Member Signature

7-1-18  
Date

## **HOLD HARMLESS AGREEMENT**

This **Hold Harmless Agreement** (this "Agreement"), effective as of January 1st, 2018 (the "Effective Date"), is made and executed by and between MICHAEL GASKIN, as an individual, whose address for the purpose of Notice is 11620 83rd Avenue, Seminole, FL 33772 (the "Indemnitor"), and REALTY INTERNATIONAL REFERRALS, LLC, whose address for the purpose of Notice is 204 37th Avenue North, #285, St. Petersburg, FL 33704 (the "Indemnitee" and/or the "Company"). Indemnitee shall include all of its respective owners, directors, officers, employees, agents, as applicable. Indemnitor and Indemnitee may be referred to individually as "Party" and collectively as "Parties".

WHEREAS, Indemnitor held an ownership interest in the Company until January 1, 2018, at which time the Indemnitor's interest was completely divested and sold to another member of the Company, by means of a Buy Sell Agreement dated January 1st, 2018, which is attached hereto as Exhibit A.

WHEREAS, Indemnitor was involved in the operations and management of the Company at various times and capacities over the course of the Indemnitor's period of ownership in the Company.

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, Indemnitor and Indemnitee agree as follows:

**1. Indemnification.** To the extent permitted by law, Indemnitor will indemnify, defend and hold harmless Indemnitee from any and all claims, actions, liabilities, suits, injuries, demands, obligations, losses, settlements, judgments, damages, fines, penalties, costs and expenses, including attorney's fees and other expenses, (collectively, a "Claim") arising out of or relating to the Company.

**2. Exceptions.** Indemnitor's obligation to indemnify, defend and hold harmless Indemnitee shall not extend to any Claim arising from the sole negligence or willful misconduct of Indemnitee. Indemnitor is not obligated to indemnify Indemnitee against any Claim to the extent the Indemnitee has been reimbursed for such Claim under an insurance policy, or any other collateral source payments as indemnification for such loss.

**3. Notice of Claim.** Indemnitee must provide Indemnitor notice of any Claim within fifteen (15) business days after obtaining knowledge of such Claim. Such notice will set forth in detail the Claim and the basis for indemnification under this Agreement.

**4. Duty to Defend.** In the event any Claim is brought against Indemnitee within the scope of this Agreement, Indemnitor reserves the right to assume the defense of the Claim. If Indemnitor elects not to assume the defense of the Claim, Indemnitee may pursue its own defense of the Claim and seek reimbursement from the Indemnitor. If Indemnitor assumes the defense of the Claim, Indemnitor shall not settle any Claim without the prior written consent of the Indemnitee, which consent shall not be unreasonably withheld. If Indemnitee pursues its own defense of the Claim,

Indemnitee shall not settle any Claim without the prior written consent of Indemnitor, which consent shall not be unreasonably withheld.

**5. Mutual Representations.** The Parties represent and warrant that they are duly authorized and have the power and authority to execute and deliver this Agreement, and this Agreement constitutes a legally, valid and binding obligation on the Parties.

**6. Amendments.** This Agreement may be amended or modified only by written agreement signed by all Parties.

**7. Notices.** Any notice or other communication given or made to a Party under this Agreement shall be in writing and delivered by hand, sent overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above, or to another address as that Party may subsequently designate by notice, and shall be deemed given on that date of delivery.

**8. Governing Law.** The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, not including its conflicts of law provisions.

**9. Disputes.** Jurisdiction of any legal disputes arising from this Agreement shall be limited to Pinellas County, Florida. The parties agree that any dispute arising from this Agreement shall be resolved through mediation as a condition precedent to filing a lawsuit, and the Parties further expressly agree to waive the right to a jury trial for any and all legal disputes that may arise from this Agreement.

**10. No Waiver.** No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

**11. Assignment.** No Party may assign its rights or delegate its duties under this Agreement without the other Party's prior written consent.

**12. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns.

**13. Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

**14. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.

**15. Headings.** The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement.

**16. Entire Agreement.** This Agreement contains the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to the subject matter.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, on the dates set forth below, with effect as of the Effective Date listed above.

**Indemnitor:**

Michael Gaskin,  
as an individual

Michael Gaskin

Digitally signed by Michael Gaskin  
DN: cn=Michael Gaskin, o=dn,  
email=migaskin@yahoo.com, c=US  
Date: 2013.06.30 15:04:50 -0400

Signature

Date

**Indemnatee:**

Realty International Referrals, LLC,  
a Florida limited liability company

By:

Ann S. Rogers  
Ann S. Rogers, as its Manager

7-1-18  
Date

## HOLD HARMLESS AGREEMENT

This **Hold Harmless Agreement** (this "Agreement"), effective as of January 1st, 2018 (the "Effective Date"), is made and executed by and between REALTY INTERNATIONAL REFERRALS, LLC, whose address for the purpose of Notice is 204 37th Avenue North, #285, St. Petersburg, FL 33704 (the "Indemnitor" and/or the "Company"), and MICHAEL GASKIN, as an individual, whose address for the purpose of Notice is 11620 83rd Avenue, Seminole, FL 33772 (the "Indemnitee"). Indemnitor and Indemnitee may be referred to individually as "Party" and collectively as "Parties".

WHEREAS, Indemnitee held an ownership interest in the Company until January 1, 2018, at which time the Indemnitee's interest was completely divested and sold to another owner of the Company, by means of a Buy Sell Agreement dated January 1, 2018, which is attached hereto as Exhibit A.

WHEREAS, Indemnitee was involved in the operations and management of the Company at various times and capacities over the course of the Indemnitor's period of ownership in the Company.

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, Indemnitor and Indemnitee agree as follows:

**1. Indemnification.** To the extent permitted by law, Indemnitor will indemnify, defend and hold harmless Indemnitee from any and all claims, actions, liabilities, suits, injuries, demands, obligations, losses, settlements, judgments, damages, fines, penalties, costs and expenses, including attorney's fees and other expenses, (collectively, a "Claim") arising out of or relating to the Company.

**2. Exceptions.** Indemnitor's obligation to indemnify, defend and hold harmless Indemnitee shall not extend to any Claim arising from the sole negligence or willful misconduct of Indemnitee. Indemnitor is not obligated to indemnify Indemnitee against any Claim to the extent the Indemnitee has been reimbursed for such Claim under an insurance policy, or any other collateral source payments as indemnification for such loss.

**3. Notice of Claim.** Indemnitee must provide Indemnitor notice of any Claim within fifteen (15) business days after obtaining knowledge of such Claim. Such notice will set forth in detail the Claim and the basis for indemnification under this Agreement.

**4. Duty to Defend.** In the event any Claim is brought against Indemnitee within the scope of this Agreement, Indemnitor reserves the right to assume the defense of the Claim. If Indemnitor elects not to assume the defense of the Claim, Indemnitee may pursue its own defense of the Claim and seek reimbursement from the Indemnitor. If Indemnitor assumes the defense of the Claim, Indemnitor shall not settle any Claim without the prior written consent of the Indemnitee, which consent shall not be unreasonably withheld. If Indemnitee pursues its own defense of the Claim, Indemnitee shall not settle any Claim without the prior written consent of Indemnitor, which consent shall not be unreasonably withheld.

**5. Mutual Representations.** The Parties represent and warrant that they are duly authorized and have the power and authority to execute and deliver this Agreement, and this Agreement constitutes a legally, valid and binding obligation on the Parties.

**6. Amendments.** This Agreement may be amended or modified only by written agreement signed by all Parties.

**7. Notices.** Any notice or other communication given or made to a Party under this Agreement shall be in writing and delivered by hand, sent overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above, or to another address as that Party may subsequently designate by notice, and shall be deemed given on that date of delivery.

**8. Governing Law.** The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, not including its conflicts of law provisions.

**9. Disputes.** Jurisdiction of any legal disputes arising from this Agreement shall be limited to Pinellas County, Florida. The parties agree that any dispute arising from this Agreement shall be resolved through mediation as a condition precedent to filing a lawsuit, and the Parties further expressly agree to waive the right to a jury trial for any and all legal disputes that may arise from this Agreement.

**10. No Waiver.** No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

**11. Assignment.** No Party may assign its rights or delegate its duties under this Agreement without the other Party's prior written consent.

**12. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns.

**13. Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

**14. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.

**15. Headings.** The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement.

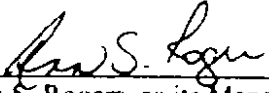


**16. Entire Agreement.** This Agreement contains the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to the subject matter.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement, on the dates set forth below, with effect as of the Effective Date listed above.

**Indemnitor:**

Realty International Referrals, LLC,  
a Florida limited liability company

By:   
Ann S. Rogers, as its Manager

7-1-18  
Date

**Indemnitee:**

Michael Gaskin,  
as an individual

Michael Gaskin  
Digitally signed by Michael Gaskin  
DN: cn=Michael Gaskin, o=us,  
email=mkgaskin@yahoo.com, c=US  
Date: 2018.06.30 15:03:22 -0400

Signature

\_\_\_\_\_  
Date

## AMENDMENT TWO TO OPERATING AGREEMENT

This AMENDMENT TWO TO THE OPERATING AGREEMENT (this "Second Amendment"), effective as of January 1st, 2018 (the "Effective Date"), is made and executed by and between Ann S. Rogers, with a mailing address for purposes of notice of, 204 37th Avenue North, #285, St. Petersburg, FL 33704; Stephenson Anderson, with a mailing address for purposes of notice of 575 2nd Ave S, St. Petersburg, FL 33701; and Steven McAuliffe, with a mailing address for purposes of notice of 575 2nd Ave S, St. Petersburg, FL 33701 (each, a "Member" and collectively, the "Members").

WHEREAS, the Members formed a Florida limited liability company under the name Realty International Referrals LLC (the "Company"), pursuant to an Operating Agreement dated May 9, 2014, and any amendments thereto (the "Operating Agreement").

WHEREAS, the Members now wish to amend certain provisions of the Operating Agreement, pursuant to Section 11.4 of the Operating Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members agree as follows:

1. Section 6.2 of the Operating Agreement, is hereby amended by replacing the sentence:

"There shall be one Manager, which number may be increased or decreased from time to time by amendment to this Agreement."

With the following sentence:

"There shall be any number of managers, so long any additional as the incoming Manager is approved by the vote of the Majority of the Members; the number of Managers can be increased or decreased from time to time by amendment to this Agreement."

2. Section 3.7, titled Additional Members, is hereby added to the Operating Agreement as follows:

Additional persons may be admitted to the Company as Members on such terms and conditions as shall be determined by the consent of a Majority of the Members. The terms of admission or issuance must specify the percentage of the Membership Interests and the Capital Contributions applicable thereto.

3. Schedule A, is hereby amended and restated as in its entirety, according to the following Membership Interest: Ann S. Rogers holds a 33.33% Membership Interest; Stephenson Anderson holds a 33.33% Membership Interest; and Steven McAuliffe holds a 33.33% Membership Interest. For reference, a copy of the updated Schedule A has been attached to this Amendment.

4. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Operating Agreement.
5. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.
6. The terms of this First Amendment shall be governed by and construed in accordance with the laws of the State of Florida, not including its conflicts of law provisions.
7. Except as otherwise modified and amended herein, the Operating Agreement remains unchanged and continues in full force and effect.

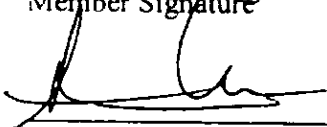
**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment One to the Operating Agreement, on the dates set forth below, with effect as of the Effective Date listed above.

Ann S. Rogers  
Member Full Name

  
Member Signature

July 29, 2018  
Date

Stephenson Anderson  
Member Full Name

  
Member Signature

7-2-18  
Date

Steven McAuliffe  
Member Full Name

  
Member Signature

7/2/18  
Date

**SCHEDULE A**  
**MEMBERSHIP OF REALTY INTERNATIONAL REFERRALS, LLC**

<b><u>Member's Name and Address and Title of Member</u></b>	<b><u>Capital Contribution</u></b>	<b><u>Membership Interest</u></b>
Ann S. Rogers, Member, Manager 204 37th Avenue North. #285 St. Petersburg, FL 33704	\$100.00	33.33%
Stephenson Anderson, MGR Member, Manager 575 2 <sup>nd</sup> Ave S St. Petersburg, FL 33701	\$100.00	33.33%
Steven McAuliffe Member, Manager 575 2 <sup>nd</sup> Ave S St. Petersburg, FL 33701	\$100.00	33.33%

## **LIMITED LIABILITY COMPANY INTEREST PURCHASE AGREEMENT**

THIS LIMITED LIABILITY COMPANY INTEREST PURCHASE AGREEMENT (this "Agreement"), effective as of January 1st, 2018 (the "Effective Date"), is made and executed by and between STEVEN MCAULIFFE, as an individual, with a mailing address for purposes of notice of 575 2nd Ave S, St. Petersburg, FL 33701 (the "Buyer"), and REALTY INTERNATIONAL REFERRALS, LLC, a Florida limited liability company, with a mailing address for purposes of notice of 204 37th Avenue North, #285, St. Petersburg, FL 33704 (the "Company" or "Seller").

WHEREAS, the Company was established by its Members pursuant to an Operating Agreement dated May 9, 2014, and any amendments thereto (the "Operating Agreement");

WHEREAS, the sole Member of the Company and sole Manager of the Company is Ms. Ann S. Rogers, whose authority as Manager is restated in the Consent to Action Without a Meeting of the Members, which is attached hereto as Exhibit A;

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, on the terms and subject to the conditions set forth herein, Membership Interests representing a Thirty-three and 33/100ths Percent (33.33%) equity interest in the Company (the "Interests");

WHEREAS, in exchange for the Interests, Buyer desires to make an Additional Capital Contribution to the Company, as defined in the Operating Agreement of the Company, in the amount of One Hundred Dollars and Zero Cents (\$100.00) (the "Contribution"); and

WHEREAS, the Members of the Company have authorized this Agreement under its Consent to Action Without a Meeting of the Members.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **1. Purchase and Sale**

- a. **Acquisition.** Upon the terms and subject to the conditions set forth in this Agreement, the Seller shall sell, transfer, and deliver to Buyer, and Buyer shall purchase from the Seller, the Interests. The purchase and sale of the Interests is referred to in this Agreement as the "Acquisition".
- b. **Consideration.** In consideration of the Interests conveyed in this Acquisition, the Buyer agrees to make an Additional Capital Contribution to the Company in the amount of One Hundred Dollars and Zero Cents (\$100.00).
- c. **Method of Payment.** All payments of funds pursuant to the Acquisition shall be made by a handwritten check mailed to the Seller at the address listed above, unless otherwise designated by Seller in writing provided to Buyer pursuant to the Notice provisions contained herein.

- d. **Manager's Determination.** Pursuant to the Operating Agreement of the Company, the Manager of the Company accepts the form and amount of the Capital Contribution.
  - e. **No Certification.** The Interests conveyed under this Agreement are uncertificated, pursuant to the Operating Agreement of the Company.
2. **Representations by Seller.** Seller represents and warrants to Buyer that:
- a. Seller has the absolute and unrestricted right, power and authority to sell, transfer and assign the Interests to Buyer pursuant to this Agreement;
  - b. No consent, approval or authorization of or notice to any third party is necessary to be obtained or given by or on behalf of Seller in connection with the sale, purchase or delivery of the Interests;
  - c. The sale of the Interests does not violate any agreements to which Seller is a party.
3. **Representations by Buyer.** Buyer represents and warrants to Seller that:
- a. Buyer has the absolute and unrestricted right, power and authority to purchase the Interests from Seller;
  - b. No consent, approval or authorization of or notice to any third party is necessary to be obtained or given by or on behalf of Seller in connection with the purchase of the Interests; and
  - c. The purchase of the Interests does not violate any agreements to which Buyer is a party.
4. **Membership in Company.** As of the Effective Date of this Agreement, Seller consents to Buyer becoming a Member of the Company, with the same powers, restrictions, and limits on liability given to Members under the Operating Agreement of the Company and the Revised Florida Limited Liability Company Act (the "Act").
5. **Manager Appointment.** As of the Effective Date of this Agreement, and pursuant to the Buyer's execution of the Operating Agreement of the Company, Seller consents to Buyer becoming a Manager of the Company, as defined in the Operating Agreement of the Company.
6. **Miscellaneous Provisions**
- a. **Definitions.** Any term not expressly defined herein takes the same meaning as given to it in the Operating Agreement of the Company.
  - b. **Notice.** Any notice or other communication given or made to a party under this Agreement shall be in writing and delivered by hand, sent overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above, or to another address as that Party may subsequently designate by notice, and shall be deemed given on that date of delivery.
  - c. **Entire Agreement.** This Agreement contains the entire agreement between the parties regarding the purchase and sale of the Interests and supersedes all prior agreements, whether written or oral, between the parties regarding the same subject. This Agreement may only be modified by subsequent written agreement signed by the party to be charged.
  - d. **Governing Law.** Any action to enforce or interpret this Agreement may only be brought in the courts of the State of Florida. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

- e. **Disputes.** Jurisdiction of any legal disputes arising from this Agreement shall be limited to Pinellas County, Florida. The parties agree that any dispute arising from this Agreement shall be resolved through mediation as a condition precedent to filing a lawsuit, and the Parties further expressly agree to waive the right to a jury trial for any and all legal disputes that may arise from this Agreement.
- f. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.
- g. **Amendment.** Neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument signed by the party against whom enforcement of any such amendment, waiver, discharge or termination is sought.
- h. **Severability.** Any provision of this Agreement which is illegal, invalid or unenforceable in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction or the remaining provisions of this Agreement in any jurisdiction. If the final judgment of a court of competent jurisdiction declares that any provision of this Agreement is illegal, invalid or unenforceable, the Parties agree that such court shall have the power to modify such provision consistent with the intent of the Parties.


*[Signature Page Follows]*

11/11/2013  
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11/11/2013  
11:11:11

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the dates set forth below, with effect as of the Effective Date listed above.

**Buyer:**

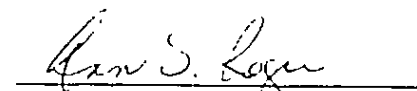
Steven McAuliffe,  
as an individual

  
\_\_\_\_\_  
Signature

7/2/18  
\_\_\_\_\_  
Date

**Seller:**

Realty International Referrals, LLC,  
a Florida limited liability company  
By:

  
\_\_\_\_\_  
Ann S. Rogers, as its Manager

July 2, 2018  
\_\_\_\_\_  
Date

2018 JUL 2 10 11 AM  
RECEIVED



## CONSENT TO ACTION WITHOUT A MEETING OF THE MEMBERS

By signing this document, which has an Effective Date of January 1st, the undersigned, who are all the Members of Realty International Referrals, LLC, a Florida limited liability company (the "Company"), consent to the taking of the following actions without a meeting of the Members, in accordance with the terms of the Operating Agreement of the Company, as amended:

RESOLVED, that the Company authorizes the execution of Amendment Two to the Operating Agreement, with an effective date of January 1, 2018, which is attached hereto as Exhibit A.

RESOLVED, that the Company authorizes the execution of the Limited Liability Company Interest Purchase Agreement between the Company and Stephenson Anderson dated January 1, 2018.

RESOLVED, that the Company authorizes the admission, and recognizes the status, of Stephenson Anderson as a Member, as defined in and pursuant to the Operating Agreement, as amended.

RESOLVED, that the Company authorizes the appointment of Stephenson Anderson as a Manager of the Company, pursuant to the Operating Agreement, as amended.

RESOLVED, that the Company accepts the Capital Contribution of Stephenson Anderson in the amount of One Hundred Dollars and Zero Cents (\$100.00), in exchange for a Thirty-Three and 33/100ths Percent (33.33%) Membership Interest in the Company. It is further resolved, that the Company accepts the Manager's determination that the amount and form of the Capital Contribution referenced in this paragraph is sufficient consideration for the exchange of Membership Interest.

RESOLVED, that the Company authorizes the execution of the Limited Liability Company Interest Purchase Agreement between the Company and Steve McAuliffe dated January 1, 2018.

RESOLVED, that the Company authorizes the admission, and recognizes the status, of Steven McAuliffe as a Member, as defined in and pursuant to the Operating Agreement, as amended.

RESOLVED, that the Company authorizes the appointment of Steven McAuliffe as a Manager of the Company, pursuant to the Operating Agreement, as amended.

RESOLVED, that the Company accepts the Capital Contribution of Steven McAuliffe in the amount of One Hundred Dollars and Zero Cents (\$100.00), in exchange for a Thirty-Three and 33/100ths Percent (33.33%) Membership Interest in the Company. It is further resolved, that the Company accepts the Manager's determination that the amount and form of the Capital Contribution referenced in this paragraph is sufficient consideration for the exchange of Membership Interest.

RESOLVED, that the Company acknowledges that its Managers, as defined in and pursuant to the Operating Agreement, as amended, are Ann S. Rogers, Stephenson Anderson, and Steven McAuliffe.

RESOLVED, that the Company acknowledges that its Members, pursuant to the Operating Agreement, as amended, are Ann S. Rogers, who maintains a Thirty-three and 33/100ths Percent (33.33%) Membership Interest; Stephenson Anderson, who maintains a Thirty-Three and 33/100ths Percent (33.33%) Membership Interest; and Steven McAuliffe, who maintains a Thirty-Three and 33/100ths Percent (33.33%) Membership Interest.

RESOLVED, that the actions of the Company taken herein represent the express will and consent of the Majority of the Members of the Company, pursuant to the Operating Agreement.

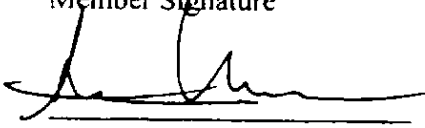
The actions taken will be effective when this Consent to Action Without a Meeting of the Members has been signed by all Members of the Company.

Ann S. Rogers  
Member Full Name

  
Member Signature

July 2, 2018  
Date

Stephenson Anderson  
Member Full Name

  
Member Signature

7-2-18  
Date

Steven McAuliffe  
Member Full Name

  
Member Signature

7/2/18  
Date

## LIMITED LIABILITY COMPANY INTEREST PURCHASE AGREEMENT

THIS LIMITED LIABILITY COMPANY INTEREST PURCHASE AGREEMENT (this "Agreement"), effective as of January 1st, 2018 (the "Effective Date"), is made and executed by and between STEPHENSON ANDERSON, as an individual, with a mailing address for purposes of notice of 575 2nd Ave S, St. Petersburg, FL 33701 (the "Buyer"), and REALTY INTERNATIONAL REFERRALS, LLC, a Florida limited liability company, with a mailing address for purposes of notice of 204 37th Avenue North, #285, St. Petersburg, FL 33704 (the "Company" or "Seller").

WHEREAS, the Company was established by its Members pursuant to an Operating Agreement dated May 9, 2014, and any amendments thereto (the "Operating Agreement");

WHEREAS, the sole Member of the Company and sole Manager of the Company is Ms. Ann S. Rogers, whose authority as Manager is restated in the Consent to Action Without a Meeting of the Members, which is attached hereto as Exhibit A;

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, on the terms and subject to the conditions set forth herein, Membership Interests representing a Thirty-three and 33/100ths Percent (33.33%) equity interest in the Company (the "Interests");

WHEREAS, in exchange for the Interests, Buyer desires to make an Additional Capital Contribution to the Company, as defined in the Operating Agreement of the Company, in the amount of One Hundred Dollars and Zero Cents (\$100.00) (the "Contribution"); and

WHEREAS, the Members of the Company have authorized this Agreement under its Consent to Action Without a Meeting of the Members.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **1. Purchase and Sale**

- a. **Acquisition.** Upon the terms and subject to the conditions set forth in this Agreement, the Seller shall sell, transfer, and deliver to Buyer, and Buyer shall purchase from the Seller, the Interests. The purchase and sale of the Interests is referred to in this Agreement as the "Acquisition".
- b. **Consideration.** In consideration of the Interests conveyed in this Acquisition, the Buyer agrees to make an Additional Capital Contribution to the Company in the amount of One Hundred Dollars and Zero Cents (\$100.00).
- c. **Method of Payment.** All payments of funds pursuant to the Acquisition shall be made by a handwritten check mailed to the Seller at the address listed above, unless otherwise designated by Seller in writing provided to Buyer pursuant to the Notice provisions contained herein.

- d. **Manager's Determination.** Pursuant to the Operating Agreement of the Company, the Manager of the Company accepts the form and amount of the Capital Contribution.
  - e. **No Certification.** The Interests conveyed under this Agreement are uncertificated, pursuant to the Operating Agreement of the Company.
2. **Representations by Seller.** Seller represents and warrants to Buyer that:
- a. Seller has the absolute and unrestricted right, power and authority to sell, transfer and assign the Interests to Buyer pursuant to this Agreement;
  - b. No consent, approval or authorization of or notice to any third party is necessary to be obtained or given by or on behalf of Seller in connection with the sale, purchase or delivery of the Interests;
  - c. The sale of the Interests does not violate any agreements to which Seller is a party.
3. **Representations by Buyer.** Buyer represents and warrants to Seller that:
- a. Buyer has the absolute and unrestricted right, power and authority to purchase the Interests from Seller;
  - b. No consent, approval or authorization of or notice to any third party is necessary to be obtained or given by or on behalf of Seller in connection with the purchase of the Interests; and
  - c. The purchase of the Interests does not violate any agreements to which Buyer is a party.
4. **Membership in Company.** As of the Effective Date of this Agreement, Seller consents to Buyer becoming a Member of the Company, with the same powers, restrictions, and limits on liability given to Members under the Operating Agreement of the Company and the Revised, Florida Limited Liability Company Act (the "Act").
5. **Manager Appointment.** As of the Effective Date of this Agreement, and pursuant to the Buyer's execution of the Operating Agreement of the Company, Seller consents to Buyer becoming a Manager of the Company, as defined in the Operating Agreement of the Company.
6. **Miscellaneous Provisions**
- a. **Definitions.** Any term not expressly defined herein takes the same meaning as given to it in the Operating Agreement of the Company.
  - b. **Notice.** Any notice or other communication given or made to a party under this Agreement shall be in writing and delivered by hand, sent overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above, or to another address as that Party may subsequently designate by notice, and shall be deemed given on that date of delivery.
  - c. **Entire Agreement.** This Agreement contains the entire agreement between the parties regarding the purchase and sale of the Interests and supersedes all prior agreements, whether written or oral, between the parties regarding the same subject. This Agreement may only be modified by subsequent written agreement signed by the party to be charged.
  - d. **Governing Law.** Any action to enforce or interpret this Agreement may only be brought in the courts of the State of Florida. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the dates set forth below, with effect as of the Effective Date listed above.

**Buyer:**

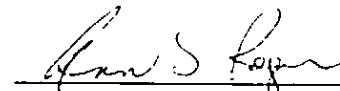
Stephenson Anderson,  
as an individual

  
\_\_\_\_\_  
Signature

7-2-18  
Date

**Seller:**

Realty International Referrals, LLC,  
a Florida limited liability company  
By:

  
\_\_\_\_\_  
Ann S. Rogers, as its Manager

July 2, 2018  
Date