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SECRETARY OF STATE
TREASURY

FEB 04 2016
S. YOUNG

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: JIMS ISLAND ELECTRIC LIMITED LIABILITY COMPANY

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:

James M Muth

Name of Person

JIMS ISLAND ELECTRIC LIMITED LIABILITY COMPANY

Firm/Company

130 Jamaica Dr

Address

Naples, FL 34113-4006

City/State and Zip Code

nfmjim@gmail.com

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

For further information concerning this matter, please call:

James M Muth

239

289-4150

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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TALLAHASSEE, FL
REGISTRATION SECTION

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

JIMS ISLAND ELECTRIC LIMITED LIABILITY COMPANY

(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 09/02/2014 and assigned
Florida document number L14000137545.

This amendment is submitted to amend the following:

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

Inrush Electric Enterprises LLC

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	Benjamin Murphy	1931 20th Ave NE, Naples, FL 341	<input checked="" type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
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			<input type="checkbox"/> Remove
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			<input type="checkbox"/> Change

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

Enclosure:

Amended and Restatement of Articles of Organization

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ST. LOUIS
MO
STATE

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

2/1/2016

Signature of a member or authorized representative of a member

James M Muth

Typed or printed name of signee

Amended and Restatement of Articles of Organization

FOR

INRUSH ELECTRIC ENTERPRISES LLC

This Company Agreement of this MULTIPLE MEMBER MANAGED LIMITED LIABILITY COMPANY organized pursuant to Title 36, Chapter 608 of the Florida Statutes, is entered into and shall become effective as of the Effective Date by and among INRUSH ELECTRIC ENTERPRISES LLC and the persons executing this Agreement as Members. It is the Members 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. The position here after referred to as **CHIEF EXECUTIVE MEMBER**, consists of two **Active Working Managers** each holding 50% shares of INRUSH ELECTRIC ENTERPRISES LLC stock. There can be other members/managers but only the two Active Working Managers are responsible for the daily operation and administration of INRUSH ELECTRIC ENTERPRISES LLC and the only members having final decision making authority in matters concerning INRUSH ELECTRIC ENTERPRISES LLC. 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 "INRUSH ELECTRIC ENTERPRISES LLC" subject to the provisions of Florida state law as currently in effect as of this date. Articles of Organization shall be filed with the Secretary of State.
- 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.** INRUSH ELECTRIC ENTERPRISES LLC shall continue for a perpetual period.
- (a) Any event which makes it unlawful for the business of INRUSH ELECTRIC ENTERPRISES LLC to be carried on by the Members; or
- (b) 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(b), if there are at least one remaining Member(s), said remaining Member(s) shall have the right to continue the business of INRUSH ELECTRIC ENTERPRISES LLC.

- 1.5 **BUSINESS PURPOSE.** INRUSH ELECTRIC ENTERPRISES LLC shall conduct any and all lawful business deemed appropriate to execute INRUSH ELECTRIC ENTERPRISES LLC's objectives.
- 1.6 **PRINCIPAL PLACE OF BUSINESS.** The location of the principal place of business of INRUSH ELECTRIC ENTERPRISES LLC shall be as stated in the Articles of Organization or at a location as the Members 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 and or managers of this company.
- 1.8 **ADMISSION OF ADDITIONAL MEMBERS.** Except as otherwise expressly provided in the Agreement, no additional members may be admitted to INRUSH ELECTRIC ENTERPRISES LLC through issuance by INRUSH ELECTRIC ENTERPRISES LLC of a new interest in INRUSH ELECTRIC ENTERPRISES LLC without the prior unanimous written consent of the Active Working Managers.

ARTICLE II

Capital Contributions

- 2.1 **INITIAL CONTRIBUTIONS.** The Members initially shall contribute to INRUSH ELECTRIC ENTERPRISES LLC capital and INRUSH ELECTRIC ENTERPRISES LLC 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 INRUSH ELECTRIC ENTERPRISES LLC's capital.

ARTICLE III

Profits, Losses and Distributions

- 3.1 **PROFITS and DISTRIBUTIONS.** The Active Working Managers shall determine and distribute available funds annually after funding JIM'S ISLAND ELECTRIC LIMITED LIABILITY COMPANY's new year operating budget for the first quarter with the remaining net profits to be allocated equally between Active Working Managers as outlined in Article V and in the companies Standard Operating Procedure, SOP.

ARTICLE IV

Management

- 4.1 **MANAGEMENT OF THE BUSINESS.** The management of the business is invested in the Members. The members constitute of two Active Working Managers who are responsible for the operation of the business and any additional managers appointed by the Active Working Managers. Daily business operations shall be carried out as outlined in the Standard Operating Procedure, SOP.
- 4.2 **Active Working Managers.** The CHIEF EXECUTIVE MEMBER position and function outlined in this document shall be fulfilled by the Active Working Managers. The liability of the Active Working Managers shall be limited as provided pursuant to applicable law. Active Working Managers may take part in the control, management, direction, or operation of INRUSH ELECTRIC ENTERPRISES LLC's affairs and shall have powers to bind INRUSH ELECTRIC ENTERPRISES LLC. Any legally binding agreement must be signed by both Active Working Managers.
- (a) Any decision that involves a sale of the business, a loan, an acquisition of another company, must have the unanimous consent of all Active Working Managers.
- (b) All day to day decisions and management of the LLC will predominantly be made by the Chief Executive Member, but may be made by any Member(s) in compliance with their duties as Members.
- (c) The Active Working Managers shall select only (1) position as a "Working Manager". The Working Manager shall be paid annual bonus equal to agreed equal contributions from Active Working Manager net profits. This position is also covered under the waiver on workman's comp. Example – If business picks up and a 3rd party is to be selected they would be brought in as a working manager (not an Active Working Manager) as such an as a manager of the LLC he would be entitled to equal % of both Active Working Manager net salary bonus; i.e. 1.0% each, 1.5% each etc. This position is designed as a working supervisor position for in field management and does not have the authority as outlined in (a) & (b) above.
- 4.3 **POWERS OF MEMBERS.** The Active Working Manager Members only are authorized on INRUSH ELECTRIC ENTERPRISES LLC's behalf to make all decisions in accordance with ARTICLE 4.2 as to (a) the sale, development lease or other disposition of INRUSH ELECTRIC ENTERPRISES LLC's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of INRUSH ELECTRIC ENTERPRISES LLC's assets; (d) the borrowing of money and the granting of security interests in INRUSH ELECTRIC ENTERPRISES LLC's assets; (e) the pre-payment, refinancing or extension of any loan

affecting INRUSH ELECTRIC ENTERPRISES LLC's assets; (f) the compromise or release of any of INRUSH ELECTRIC ENTERPRISES LLC's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of INRUSH ELECTRIC ENTERPRISES LLC's business. In the exercise of their management powers, the Members 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 INRUSH ELECTRIC ENTERPRISES LLC's assets; (b) all checks, drafts and other orders for the payment of INRUSH ELECTRIC ENTERPRISES LLC's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to INRUSH ELECTRIC ENTERPRISES LLC's affairs, whether like or unlike the foregoing.

4.4 DUTIES OF MEMBERS. Each Member must have a duty.

(a) If a Member (manager only not Active Working Managers) fails to do the Member's duties for a period of 90 consecutive days, the Member will lose its Membership status. The start date of failure must be documented.

(b) If a Member fails to do its Member duties for a period of one hundred twenty (120) days out of two hundred thirty nine (239) days, the Member (manager only not Active Working Managers) will lose its Membership status. The failure days must be documented.

(c) Upon receipt of complaint, a Member (managers only not Active Working Managers) in question of fulfilling the Members duties must remedy and fulfill the duties it has established within fourteen (14) days or face termination from INRUSH ELECTRIC ENTERPRISES LLC.

(d) In the event of a dispute of Member's duties, Active Working Manager/Members will make final decision on duties in dispute.

4.5 DISPUTES OF ACTIVE WORKING MANAGERS.

Business operations and or management disagreements that cannot be resolved between active working managers, shall be settled via Dispute Resolution Binding Mediation by a Mediator agreed upon by both members; in the event no Mediator can be agreed upon each member shall place the name of their preferred Mediator on a piece of paper and place in a hat and the 1st employee of the day shall draw 1 name out of the hat and this shall be the Mediator.

4.6 CHIEF EXECUTIVE MEMBER. The Chief Executive Member shall have primary responsibility for managing the operations of INRUSH ELECTRIC ENTERPRISES LLC and for effectuating the decisions of the Members.

4.7 COMPANY's ASSETS. INRUSH ELECTRIC ENTERPRISES LLC's assets shall be held in INRUSH ELECTRIC ENTERPRISES LLC's name. The Members designated as the Active Working Managers shall maintain joint custody to these accounts.

4.8 **COMPANY INFORMATION.** Only the Chief Executive Member (Active Working Managers), shall have access to information regarding INRUSH ELECTRIC ENTERPRISES LLC or its activities. Active Working Managers shall have access to and may inspect and copy all books, records and materials regarding INRUSH ELECTRIC ENTERPRISES LLC or its activities.

4.9 **INDEMNIFICATION.** INRUSH ELECTRIC ENTERPRISES LLC 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 INRUSH ELECTRIC ENTERPRISES LLC) by reason of the fact that he is or was a Member of INRUSH ELECTRIC ENTERPRISES LLC, Manager, employee or agent of INRUSH ELECTRIC ENTERPRISES LLC, or is or was serving at the request of INRUSH ELECTRIC ENTERPRISES LLC, 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 INRUSH ELECTRIC ENTERPRISES LLC, 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 INRUSH ELECTRIC ENTERPRISES LLC, and with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

4.10 **RECORDS.** The Members shall cause INRUSH ELECTRIC ENTERPRISES LLC 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 Formation and INRUSH ELECTRIC ENTERPRISES LLC Operating Agreement and all amendments;
- (c) Copies of INRUSH ELECTRIC ENTERPRISES LLC'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 FEES.** All Member/Managers rendering services to INRUSH ELECTRIC ENTERPRISES LLC shall be entitled to compensation for services provided.
- 5.2 **REIMBURSEMENT.** INRUSH ELECTRIC ENTERPRISES LLC shall reimburse the Members for all direct out-of-pocket expenses incurred by them in managing INRUSH ELECTRIC ENTERPRISES LLC if unanimously agreed upon by all members.
- 5.3 **EMPLOYEE Compensation.** W-2 employees shall be compensated as outlined in INRUSH ELECTRIC ENTERPRISES LLC's Standard Operating Procedures, SOP.

ARTICLE VI

Bookkeeping

- 6.1 **BOOKS.** The Active Working Managers shall maintain complete and accurate books of account of INRUSH ELECTRIC ENTERPRISES LLC's affairs at INRUSH ELECTRIC ENTERPRISES LLC'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 Members shall select. INRUSH ELECTRIC ENTERPRISES LLC's accounting period shall be the calendar year.
- 6.2 **MEMBER'S ACCOUNTS.** The Members (Active Working Managers) shall maintain separate capital and distribution accounts for each member.
- (a) Any additional capital contribution made by him/her;
- (b) Credit balances transferred from his distribution account to his capital account; and decreased by:
- (a) Distributions to him/her in reduction of Company capital;
- (b) The Member's share of Company losses if charged to his/her capital account.
- 6.3 **REPORTS.** The Members 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.

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ARTICLE VII

Transfers

7.1 **ASSIGNMENT.** If at any time a Member (Active Working Managers) proposes to leave the company willingly or unwillingly, its interest in INRUSH ELECTRIC ENTERPRISES LLC shall be disposed of in the following procedures:

(a) Any time an Active Working Manager desires to end this business relationship for whatever reason including items listed below, the other Active Working Manager shall be given 1st rights of refusal to buy the others shares.

(b) A member insurance policy shall be purchased for each active working manager that will buy the other members shares in the following circumstances –

1. Accidental Death
2. Terminal Illness

(c) In the event of any activities that would bring discredit to the company in the public eye or violate the trust of the other Active Working Manager by being involved in any illegal activities against the company (embezzlement, extortion, etc.), member shall immediately forfeit all shares to the remaining member and shall lose all Active Working Manager status and be removed from the company in addition to losing any indemnification rights provided by the company.

7.2 **EXITING MEMBERS.** Any member desiring to exit the LLC, with the exception of a member with actions described in 7.1 (c), will be responsible for any negative balances in their personal capital account; additionally will be refunded any positive balance to bring the account to \$0.00. The payment shall be made in the following method:

(a) Cash.

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TALLAHASSEE, FLORIDA

CERTIFICATION OF MEMBERS

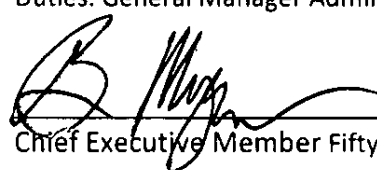
The undersigned hereby agree, acknowledge and certify to adopt this Operating Agreement.

Signed this 1st day of Feb, 20 16.

 Signature James M Muth
Chief Executive Member Fifty Percent

130 Jamaica Dr,
Naples, FL 34113

Duties: General Manager Administration; administer SOP, Primary Electrical Qualifier.

 Signature Benjamin Murphy
Chief Executive Member Fifty Percent

1931 20th Ave NE
Naples, FL 34120

Duties: General Manager Operations; manage operations and personnel, Primary Paint Qualifier.

Signature _____ Printed Name
Member Zero Percent _____ Address

Duties: Project Management, Field Supervisor.

Signature _____ Printed Name
Member Zero Percent _____ Address

Duties: _____

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