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**COVER LETTER**

**TO: Registration Section  
Division of Corporations**

**SUBJECT:** DNG4K, 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:

John Offerdahl  
Name of Person  
HTA Holding (DNG4K), LLC  
Firm/Company  
2749 NE 37th Drive  
Address  
Fort Lauderdale, FL 33308  
City/State and Zip Code  
joffer@htadvantage.org  
E-mail address: (to be used for future annual report notification)

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For further information concerning this matter, please call:

John Offerdahl at 954 492-2842  
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

**AMENDED AND RESTATED ARTICLES OF ORGANIZATION OF  
DNG4K, LLC**

The undersigned, acting as the sole owner and sole member of DNG4K, LLC under the Florida Revised Limited Liability Company Act, Chapter 605, Fla. Stat., adopts the following Amended and Restated Articles of Organization to be made effective as of the Effective Date (as defined herein below):

**ARTICLE I – Name:**

As of the Effective Date, the name of the Company (as defined herein below) shall be changed. The name of the limited liability company shall be changed from its original and current name of DNG4K, LLC to its new name of HTA Holding (DNG4K), LLC (the "Company").

**ARTICLE II – Address:**

As of the Effective Date, the mailing address and street address of the principal office of the Company is 2749 N.E. 37<sup>th</sup> Drive, Fort Lauderdale, Florida 33308.

**ARTICLE III – Duration:**

The period of duration for the Company shall be perpetual, unless dissolved, in accordance with the terms of the Operating Agreement of the Company.

**ARTICLE IV – Management:**

The Company is to be member-managed by its sole member.

**ARTICLE V – Admission of Additional Members:**

The Company shall admit new Members only upon the unanimous written consent of all the then existing Members of the Company.

**ARTICLE VI – Adoption of Operating Agreement:**

The Company shall adopt an Operating Agreement for the Company, which Operating Agreement may contain any provisions for the regulation and management of the affairs and operations of the Company not inconsistent with these Amended and Restated Articles of Organization, or Chapter 605, Fla. Stat.

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**ARTICLE VII – Registered Agent and Registered Office:**

As of the Effective Date, the registered agent and the registered office of the Company shall be changed. The registered agent for the Company shall be changed from its original and current registered agent of Jim Inglis to its new registered agent of John Offerdahl. Additionally, the registered office for the Company shall be changed from its original and current registered office at 300 International Parkway, Sunrise, Florida 33325 to its new registered office at 2749 N.E. 37<sup>th</sup> Drive, Fort Lauderdale, Florida 33308.

**ARTICLE VIII – Amendments:**

The Company reserves the right to amend any provision of these Amended and Restated Articles of Organization, which amendment shall only be effectuated by the unanimous written approval of all Members of the Company.

**ARTICLE IX – Indemnification:**

Each individual or entity who is or was a Manager or Member of the Company (and the heirs, executor, personal representatives, administrators, successors or assigns of such individual or entity) who was or is made a party to, or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a Manager or Member of the Company ("Indemnitee"), shall be indemnified and held harmless by the Company to the fullest extent permitted by applicable law, as the same exists or may hereafter be amended. In addition to the indemnification conferred in this Article IX, the Indemnitee shall also be entitled to have paid directly by the Company the expenses reasonably incurred in defending any such proceeding against such Indemnitee in advance of its final disposition, to the fullest extent authorized by applicable law, as the same exists or may hereafter be amended, and in accordance with the terms and provisions of the Operating Agreement of the Company. The rights and authority conferred in this Article IX shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of these Amended and Restated Articles of Organization or the Operating Agreement of the Company, agreement, vote of Members or otherwise. Any repeal or amendment of this Article IX by the Members of the Company shall not adversely affect any right or protection of a member or officer existing at the time of such repeal or amendment.

*[Remainder of Page Intentionally Blank: Signature on Following Page]*

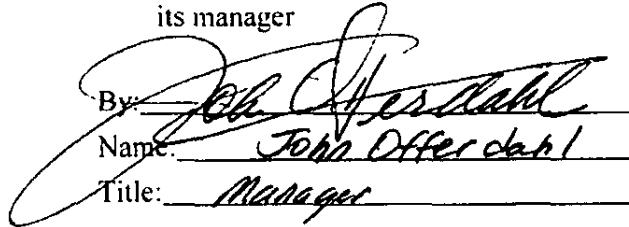
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**IN WITNESS WHEREOF**, the undersigned Sole Member has executed these Amended and Restated Articles of Organization as of this 7<sup>th</sup> day of February, 2017, (the "Effective Date").

SOLE MEMBER:

**HOME TEAM ADVANTAGE, LLC**, a Florida limited liability company

By: OFFERDAHL'S HAND-OFF FOUNDATION, INC.,  
a Florida not-for-profit corporation,  
its manager

By:   
Name: John Offerdahl  
Title: Manager

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**CERTIFICATE OF DESIGNATION OF  
REGISTERED AGENT / REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTION 605.0113, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT IN DESIGNATING THE REGISTERED OFFICE/REGISTERED AGENT, IN THE STATE OF FLORIDA.

1. From and after the Effective Date (as defined herein below), the name of the limited liability company shall be HTA Holding (DNG4K), LLC.
2. From and after the Effective Date, the name and address of the registered agent and registered office shall be:

Mr. John Offerdahl  
2749 N.E. 37<sup>th</sup> Drive  
Fort Lauderdale, Florida 33308

**Having been designated as the Registered Agent for HTA HOLDING (DNG4K) LLC, the undersigned hereby accepts the designation and agrees to act as the Registered Agent of said limited liability company, and states that it is familiar with and accepts its statutory obligations as such, including those obligations contained in Chapter 605, Florida Statutes.**

  
\_\_\_\_\_  
Registered Agent

Dated this 7th day of February, 2017. (the "Effective Date").

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**ASSIGNMENT AND ASSUMPTION AGREEMENT  
(Membership Interests in DNG4K,LLC)**

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made as of December 2, 2016 (the "Effective Date"), by and between OFFERDAHL'S HAND-OFF FOUNDATION, INC., a Florida not-for-profit corporation and a Section 501(c)(3) tax-exempt organization ("Assignor"), and HOME TEAM ADVANTAGE, LLC, a Florida limited liability company ("Assignee").

**RECITALS**

A. WHEREAS, DNG4K, LLC, a Florida limited liability company (the "Company") is governed by that certain Operating Agreement of the Company dated as of November 24, 2015, as amended (the "Operating Agreement").

B. WHEREAS, Assignor is the sole owner and holder of all of the membership interests in the Company (the "Interests").

C. WHEREAS, the sole material asset of the Company is that certain piece of real property located at 7701 SW 10<sup>th</sup> Court, North Fort Lauderdale, Florida 33068 in Broward County, Florida (the "Property") and the Company's other assets (if any) are immaterial or supplementary to the ownership and maintenance of the Property.

D. WHEREAS, Assignor and Assignee mutually agree that (i) the Interests will be granted, conveyed, transferred, assigned and delivered by Assignor to Assignee, (ii) the Interests will be received and accepted by Assignee, (iii) Assignor will withdraw and exit as the sole member of the Company, and (iv) Assignee will be admitted as the sole member of the Company. Capitalized terms used in this Assignment, but not defined in this Assignment, shall have the meanings given to such terms in the Operating Agreement.

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**AGREEMENTS**

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises contained herein by Assignor and Assignee, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee intending to be legally bound hereby mutually agree as follows:

1. Assignment. Assignor hereby grants, conveys, transfers, assigns and delivers to Assignee all of Assignor's right, title and interest in and to the Interests, and Assignee hereby receives and accepts the Interests from Assignor. Assignor hereby relinquishes unto Assignee all of Assignor's rights, title, interests, benefits and claims with respect to the Interests and the Company, and Assignee hereby assumes all of Assignor's rights, title, interests, benefits and claims with respect to the Interests and the Company. Assignor hereby relinquishes unto Assignee all of Assignor's rights, benefits, duties and obligations as a member of the Company, and Assignee hereby assumes all of Assignor's rights, benefits, duties and obligations as a member of the Company, except that nothing in this Assignment shall be deemed an assumption by Assignee of any personal obligation, liability or responsibility to any third party.

2. Withdrawal and Admission. This assignment and assumption of the Interests constitutes a transfer, assignment and conveyance of all of Assignor's right, title and interest in and to the Interests as of the Effective Date. As such, and as of the Effective Date, Assignor shall withdraw as the sole member of the Company and Assignee shall be admitted as the sole member of the Company, and the Operating Agreement will be amended and modified to provide for such withdrawal and admission of members.

3. No Future Interest. As of the Effective Date, Assignor shall not retain an interest in, or be entitled to receive any distributions or payments of, any of the Company's capital, assets, income, proceeds or gains, regardless of whether such interest accrued prior to, on or after the Effective Date, all of which is intended to be donated by Assignor to Assignee. Assignor shall release, waive and disclaim any right or interest in or to any future Company profits, income, gains, cash flow, distributions, capital proceeds, assets or any other aspect of or right inuring to ownership of the Interests or an interest in the Company.

4. Assignor's Representations and Warranties. Assignor hereby represents and warrants to Assignee that:

(i) Assignor is the sole owner of the Interests, free and clear of all liens, encumbrances, security interests or claims of any kind or description;

(ii) The Interests constitute all ownership interests in the Company or its assets, and no third party has any right to acquire any ownership interest in the Company or its assets;

(iii) Assignor has not made any prior transfer, assignment, conveyance, disposition or pledge of the Interests, or any part thereof;

(iv) Assignor is free to effect the assignment and transfer of the Interests as provided for in this Assignment, and such assignment and transfer does not violate any law or constitute a default under any agreement to which Assignor is a party or by which Assignor is bound;

(v) This Assignment is sufficient in all respects to assign and transfer to Assignee the Interests;

(vi) Assignor will take no action inconsistent with or in derogation of the assignment and transfer of the Interests effected under this Assignment;

(vii) Assignor has the full power and authority to enter into this Assignment and consummate the transactions contemplated in this Assignment;

(viii) The execution and delivery of this Assignment does not, and the performance of this Assignment shall not, violate or result in a default under the organizational documents of Assignor;

(ix) This Assignment, and the consummation of the transactions contemplated herein, have been duly authorized by all necessary action on the part of Assignor with no further consent or approval being required, and this Assignment constitutes the legal, valid and binding obligation of Assignor, enforceable in accordance with its terms, conditions and provisions; and

(xi) The Company is a "disregarded entity" for U.S. federal income tax purposes.

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5. Binding Effect. Once executed by Assignor and Assignee, this Assignment shall be binding upon, and inure to the benefit of, Assignor and Assignee and all of their respective heirs, executors and administrators, personal and legal representatives, successors and assigns.

6. Further Assurances. Assignor and Assignee both acknowledge and agree that they shall do, execute, acknowledge and deliver all such further acts, deeds, transfers, assignments, conveyances, assurances, agreements, instruments and documents for the better assigning, granting, transferring, conveying and conferring unto Assignee, its successors and assigns, the Interests (and all other rights, benefits and property hereby granted, transferred, conveyed, assigned and delivered) as Assignor or Assignee, or their successors or assigns, shall reasonably request or require.

7. Survival. The representations, warranties, covenants and obligations contained in this Assignment shall survive the execution of this Assignment and consummation of the transactions contemplated by this Assignment.

8. Entire Agreement. This Assignment embodies the entire agreement and understanding with respect to the subject matter contained within this Assignment between Assignor and Assignee. This Assignment, and the obligations and liabilities of the parties under this Assignment, may be amended, waived or discharged only by an instrument or document in writing duly executed by the party against which enforcement of the amendment, waiver or discharge is sought.

9. Invalid Provisions. The determination that any provision of this Assignment is invalid or unenforceable will not affect the validity or enforceability of the remaining provisions or of that provision under other circumstances. Any invalid or unenforceable provision will be enforced to the maximum extent permitted by law. In the event that any provision of this Assignment (or the application thereof) shall be invalid or unenforceable, Assignor and Assignee agree to negotiate (in good faith and on a reasonable basis) a substitute valid or enforceable provision providing for substantially the same effect as the invalid or unenforceable provision.

10. Recitals. The "WHEREAS" clauses (i.e., the Recitals) set forth above are true and correct, and are fully incorporated into this Assignment as substantive provisions.

11. Counterparts. This Assignment may be executed in any number of counterparts and by different parties to this Assignment in separate counterparts, each of which when so executed and delivered will be deemed an original, but all such counterparts together will constitute but one and the same instrument and agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. This Assignment will become effective upon the execution of a counterpart hereof by each party to this Assignment. A signature of a party to this Assignment sent by facsimile, electronic mail (including a scanned PDF copy sent by electronic mail), or other electronic transmission will have the same force and effect as an original signature of such party.

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12. Governing Law. The terms of this Assignment will be governed by and interpreted according to the substantive laws of the State of Florida, without regard to its choice of law or conflict of law principles.

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IN WITNESS WHEREOF, intending to be legally bound, both Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives to be effective as of the Effective Date.

**ASSIGNOR:**

OFFERDAIL'S HAND-OFF FOUNDATION, INC.,  
a Florida not-for-profit corporation

By: *[Signature]*  
Name: John Offerdahl  
Title: President

**ASSIGNEE:**

HOME TEAM ADVANTAGE, LLC,  
a Florida limited liability company

By: *[Signature]*  
Name: John Offerdahl  
Title: Manager

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**SECOND AMENDMENT TO OPERATING AGREEMENT OF  
DNG4K, LLC**

This SECOND AMENDMENT TO OPERATING AGREEMENT (this "Amendment") is executed and made effective as of December 2, 2016 (the "Effective Date") by and between OFFERDAHL'S HAND-OFF FOUNDATION, INC., a Florida not-for-profit corporation and a Section 501(c)(3) tax-exempt organization ("Withdrawing Member"), and HOME TEAM ADVANTAGE, LLC, a Florida limited liability company ("New Member"). As used in this Amendment, the term "Parties" shall mean both Withdrawing Member and New Member, and individually each is referred to as a "Party".

**RECITALS**

A. WHEREAS, prior to the Effective Date, Withdrawing Member was the sole member of DNG4K, LLC, a Florida limited liability company (the "Company").

B. WHEREAS, pursuant to that certain Assignment and Assumption Agreement dated effective as of December 2, 2016, by and between New Member and Withdrawing Member (the "Assignment"), New Member was admitted as the sole member of the Company.

C. WHEREAS, on and after the Effective Date, New Member is the sole member of the Company pursuant to the Assignment.

D. WHEREAS, the Company is governed by that certain Operating Agreement dated effective as of November 24, 2015, as amended (the "Operating Agreement"). All capitalized terms used in this Amendment, but not defined herein, shall have the meanings set forth in the Operating Agreement.

E. WHEREAS, pursuant and subject to the Assignment, Withdrawing Member has granted, conveyed, transferred, assigned and delivered all of its rights, title and interest in and to the membership interests of the Company (the "Interests") to New Member, and New Member received and accepted the Interests from Withdrawing Member.

F. WHEREAS, the purpose of this Amendment is to: (i) reflect the withdrawal of Withdrawing Member as the sole member of the Company; (ii) reflect the admission of New Member as the sole member of the Company; and (iii) continue the Company as currently existing without any other changes to the Operating Agreement, except for those changes as expressly stated within this Amendment.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the Parties, and of other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending legally to be bound, agree as follows:

1. Under the terms of the Assignment, Withdrawing Member has granted, conveyed, transferred, assigned and delivered to New Member, and New Member has received and accepted from Withdrawing Member, all of the Interests.

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2. The Parties acknowledge and agree that Withdrawing Member has hereby withdrawn as the sole member of the Company.

3. The Parties acknowledge and agree that New Member has hereby been admitted as the sole member of the Company.

4. The Parties acknowledge and agree that, as of the Effective Date, New Member will own and hold one hundred percent (100%) of all the outstanding membership interests of the Company.

5. The Parties acknowledge and agree that the representations, warranties, covenants and obligations contained in the Assignment shall survive the execution of this Amendment.

6. The Operating Agreement, as modified hereby, shall remain in full force and effect, and is hereby ratified and confirmed by the Parties.

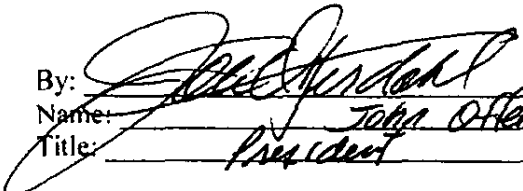
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IN WITNESS WHEREOF, intending to be legally bound, the Parties have caused this Amendment to be executed by their duly authorized representatives to be effective as of the Effective Date.

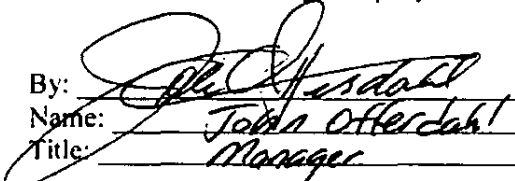
**WITHDRAWING MEMBER:**

OFFERDAHL'S HAND-OFF FOUNDATION, INC.,  
a Florida not-for-profit corporation

By:   
Name: John Offerdahl  
Title: President

**NEW MEMBER:**

HOME TEAM ADVANTAGE, LLC.  
a Florida limited liability company

By:   
Name: John Offerdahl  
Title: Manager

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