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(Address)

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(City/State/Zip/Phone #)

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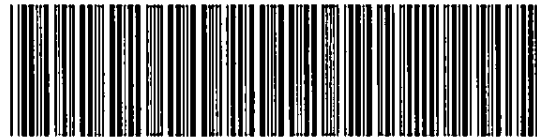
(Business Entity Name)

(Document Number)

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17 DEC 20 PM 10:39
J. LEGGETT
DEC 21 2017

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: CCO Hospitality, 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:

MG Orender

Name of Person

Hampton Golf, Inc.

Firm/Company

10401 Deerwood Park Blvd., Suite 2130

Address

Jacksonville, FL 32256

City/State and Zip Code

morender54@gmail.com

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

For further information concerning this matter, please call:

MG Orender

904 564-9129
at (_____) _____

Name of Person

Area Code

Daytime Telephone Number

Enclosed is a check for the following amount:

- | | | | |
|--|--|--|--|
| <input checked="" type="checkbox"/> \$25.00 Filing Fee | <input type="checkbox"/> \$30.00 Filing Fee &
Certificate of Status | <input type="checkbox"/> \$55.00 Filing Fee &
Certified Copy
(additional copy is enclosed) | <input type="checkbox"/> \$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

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

CCO Hospitality, 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 October 27, 2016 and assigned
Florida document number L16000197416.

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 "LLC."

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)

17	DEC	20	PM	10:39
FILED				

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	CCO Investors, LLC	10401 Deerwood Park Blvd.	<input type="checkbox"/> Add
		Suite 2130	<input checked="" type="checkbox"/> Remove
		Jacksonville, FL 32256	<input type="checkbox"/> Change
MGR	Hampton Golf, Inc.	10401 Deerwood Park Blvd.	<input checked="" type="checkbox"/> Add
		Suite 2130	<input type="checkbox"/> Remove
		Jacksonville, FL 32256	<input type="checkbox"/> Change
MGR	RF Ventures V, LLC	10401 Deerwood Park Blvd.	<input checked="" type="checkbox"/> Add
		Suite 2130	<input type="checkbox"/> Remove
		Jacksonville, FL 32256	<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
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			<input type="checkbox"/> Change

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FBI - NEW YORK

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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.

Dated December 19 2017

Signature of a member or authorized representative of a member

Typed or printed name of signee

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
CCO HOSPITALITY, L.L.C.,
A FLORIDA LIMITED LIABILITY COMPANY**

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT ("**Agreement**") of CCO Hospitality, LLC, a Florida limited liability company (the "**Company**"), is made effective as of December 19, 2017 ("**Effective Date**"), by and between RF VENTURES V, LLC, a Florida limited liability company ("**RF Ventures**"), as a member of the Company, and HAMPTON GOLF, INC., a Florida corporation ("**HG**"), as a member of the Company. This Agreement amends, restates, and replaces, in its entirety, that certain Operating Agreement of the Company, effective January 3, 2017. This Agreement follows the assignment of HG, of its ten percent (10%) interest in the Company to RF Ventures. RF Ventures and HG are collectively referred to herein as "**Member(s)**."

NOW, THEREFORE, in consideration of the mutual promises made herein, the Company and the Members hereto agree to be legally bound and agree as follows:

**ARTICLE I
ORGANIZATIONAL MATTERS
GENERAL PROVISIONS**

1.1 Company Purpose: The purpose of the Company is to own, lease, encumber, manage, and/or operate The Country Club of Ocala, the golf course, golf clubhouse, practice facilities, tennis facility, swimming facility and all associated facilities contemplated by the purchase by the Company (collectively, the "**Club Facilities**"), located at 6823 Southeast 12th Circle, Ocala, Florida, 34480. In addition, the Company may, in the Company's sole discretion, engage in other activities authorized by the laws of the State of Florida, which include incurring any indebtedness or other obligations, and making sales, conveyances, and acquisitions, so long as any of the foregoing are reasonably related or incidental to the operation of The Country Club of Ocala. Neither the Managers (as defined in Section 3.1 below), nor any of the Members shall have the authority to hold itself or himself out as the general agent of the Company or other Members in the business, activity, or enterprise that is not described herein and authorized by the terms and conditions of this Agreement.

1.2 Place of Business: The principal place of business of the Company and the location of the primary accounting and financial records of the Company will be located 10401 Deerwood Park Blvd. Suite 2130, Jacksonville, Florida, 32256. The Managers at any time may change the principal place of business and principal office of the Company to any other place in the State of Florida, subject to first notifying all of the Members in writing.

1.3 Term: The existence of the Company commenced on the filing of the original Certificate of Formation and shall continue until the Company is dissolved in accordance with the terms of this Agreement.

1.4 Registered Agent: The Company shall continuously maintain a registered agent in the State of Florida. If the registered agent ceases to act for any reason, the Managers shall designate a replacement registered agent and shall notify the Secretary of State of the State of Florida.

1.5 Filings and Fees: The Managers, or officer or other agent of the Company designated by the Managers, shall execute and file for recordation in the office of the appropriate authorities such reports, disclosures, certificates and other forms, schedules, instruments and documents as are required by applicable law or regulation or which otherwise may be necessary or appropriate with respect to the existence of, or conduct of business by, the Company and to establish and maintain the Members' limited liability. The Managers, or other authorized officer or agent of the Company, shall also cause the Company to pay all fees, taxes and other charges, including professional fees, incurred in connection with the preparation and filing of such reports, certificates, disclosures, forms, schedules, instruments and other documents.

1.6 Title to Company Assets: The Club Facilities, the real property on which the Club Facilities are located and operated, and all other personal tangible and intangible property of the Company or associated with the Club Facilities (collectively, the "**Company Assets**"), shall be owned by the Company in its name, and no Member shall have any ownership interest in the Company Assets or hold any Company Assets in that Member's individual name, and each Member's Membership Interest (as defined below) in the Company shall be personal property for all purposes.

1.7 Limitation of Liability: Except as otherwise expressly provided herein or required by the laws of the State of Florida, no Member or Managers, as such, shall be bound by, or be personally liable for, the debts, obligations and liabilities of the Company or other Members, or be required to lend funds to the Company. No Member shall have any obligation to make contributions to the capital of the Company except as required by the provisions of this Agreement.

1.8 Expenses: The Company shall pay all costs and expenses arising from the organization, existence and operations of the Company. The Company shall reimburse the Managers, the Club Manager (as defined in Section 3.5 below), and officers of the Company for reasonable out-of-pocket expenses incurred by them on behalf of the Company.

1.9 Indemnification: Except as otherwise provided herein, each Member and each Managers, and each duly authorized officer of any Managers or the Company, to the fullest extent permitted under the laws of the State of Florida or other applicable laws, be exculpated from, defended by, and indemnified by the Company against any liability, loss, damage, penalty, accident, claim, judgment, settlement, costs and expenses of any kind or nature whatsoever,

including, without limitation, reasonable attorneys' fees and costs incurred or arising in connection with any claim made or legal proceeding instituted against such person or entity, or the Company that in any way relates to or arises out of activities of the Company, the Managers, a Member, or officers, acting on behalf of the Company in a manner consistent with the terms of this Agreement. Further, the satisfaction of the obligations of the Company under this Section 1.9 shall be limited to the Company Assets and no Member shall have any personal liability therefor.

ARTICLE II MEMBERS' INTERESTS AND CAPITAL CONTRIBUTIONS

2.1 Names, Addresses, and Interests of Members: The name, address, and percentage of interest in the Company held by each Member as of the Effective Date ("**Membership Interest**") is set forth in Schedule 1, attached hereto and incorporated herein by this reference. In the event of any change with respect to the information contained within Schedule 1, the Company and the Members shall promptly amend Schedule 1 to reflect such change. No person or entity shall become a Member in the Company unless admitted as a Member by the unanimous written consent of the existing Members. In any event, no person or entity shall become a Member of the Company by reason of being a member of any recreational and/or social club or facility owned, leased, managed and/or operated by the Company from time to time.

2.2 Capital Accounts: As of the Effective Date, the balance in each Member's capital account ("**Capital Account**") shall be the amount as determined by the Company's accountants based on the capital ("**Capital**") contributed to the Company by each Member ("**Capital Contribution**"). No Member shall have the right to withdraw such Member's Capital from the Company without the unanimous written consent of the Members.

2.3 Additional Capital Contributions: Each Member shall contribute additional capital ("**Additional Capital Contributions**") to the Company in the amounts and at such times as the majority of the Members shall determine that such is required, subject to the terms of this Section 2.3. Each Member shall contribute such Additional Capital Contributions in proportion to their respective Membership Interest in the Company. Upon such determination, the Managers shall give written notice to each Member of the necessity for the Additional Capital Contributions and the amounts thereof. Each Member shall have ten (10) days from the date of receiving such notice given to make the Additional Capital Contribution to the Company. Each Member shall receive a credit to each Member's Capital Account in the amount of the Additional Capital Contribution. Additional Capital Contributions shall not be required from HG for any purposes other than relating specifically to the daily operation and maintenance of the Club Assets. Additional Capital Contributions required to fund any shortfalls shall be made solely by RF Ventures. If any additional capital is required for any capital improvement, major renovation, or other out of the ordinary reason, then RF Ventures shall be solely obligated to fund such Additional Capital Contribution unless HG elects, in its sole discretion, to contribute to the same.

Additional Capital Contributions for any reason other than to fund shortfalls associated with such operational items will require unanimous consent of the Members. For the purposes of this Section 2.3, no Member's Membership Interest will be diluted due to an election of any one Member to make an Additional Capital Contribution.

2.4 Failure to Make Contribution: If a Member does not timely make an Additional Capital Contribution when required by the terms of this Agreement ("**Defaulting Member**"), the Managers shall send written notice to the Defaulting Member, providing the Defaulting Member ten (10) days from the date of such notice to make the required Additional Capital Contribution. If the Defaulting Member does not contribute as required, the Managers may elect to adjust each Member's Membership Interest in a proportional formula reflecting the Capital Contributions made by each Member. Alternatively, the non-defaulting Member ("**Non-Defaulting Member**") may elect to loan to the Company the amount of the Additional Capital Contribution not made by the Defaulting Member, without adjustment to the membership percentages or Capital Accounts, which loan will earn a non-compounded return thereon at the rate of ten percent (10%) per annum until paid. A Defaulting Member shall have no right to receive any distribution from the Company until any loan made by the Non-Defaulting Member on account of the Defaulting Member's Additional Capital Contribution is repaid with interest.

ARTICLE III MANAGEMENT

3.1 Management and Control: Except to the extent otherwise expressly provided within this Agreement, including Section 3.5 below, the management, operation and control of the Company's business shall be vested exclusively in the Company's Managers ("**Managers**"). All powers and business affairs of the Company for which approval by the Members to the exercise thereof is not expressly required by this Agreement shall be exercised by the direction of and control of the Managers, consistent with the terms and provisions of this Agreement and the Management Agreement (defined in Section 3.5 below). The Members shall have no power to participate in the management of the Company unless expressly authorized by this Agreement or expressly required by the laws of the State of Florida. No Member, acting solely in the capacity of a Member, shall be deemed to be an agent of the Company nor does any Member have any power or authority to bind or act on behalf of the Company, or to execute any instrument on the Company's behalf unless authorized by the Managers.

3.2 Appointment, Term, Resignation, and Removal of Managers:

(a) Appointment, Number and Term: The Company shall have one (1) Managers appointed by the Members. The Managers need not be a Member. Each person designated as Managers shall serve in such capacity until death, disability, bankruptcy, liquidation or dissolution, as applicable, has occurred or such person's resignation or removal in accordance

with the terms of this Section 3.2. The Managers shall not be subject to periodic elections by Members. The Managers, as of the Effective Date, shall be Randy Frankel and M.G. Orender.

(b) Resignation of Managers: At any time, the Managers may resign by giving written notice.

(c) Removal of Managers: The Managers may only be removed by a vote of the Members.

3.3 Authority, Duties and Obligations of the Managers: The Managers shall take all actions which may be necessary or appropriate for the conduct of the Company's business and the acquisition, sales, conveyances, leases, investments, reinvestments, encumbrances, pledges, maintenance and preservation of the Company Assets, as long as those actions are consistent with the Company's purpose as stated in Section 1.1 above, and do not conflict with the Management Agreement.

3.4 Authorization of the Managers to Enter into Certain Agreements: Without prejudicing the authority, rights, and powers that the Managers may have under this Agreement, the Managers is hereby expressly authorized to enter into on behalf of the Company, without further act or vote, any agreement or instrument on behalf of the Company that does not conflict with or preempt the authority of the Club Manager as set forth in the Management Agreement.

3.5 Club Operations Management and Club Manager: The Club Facilities are being operated as of the Effective Date by HG, in its capacity as club manager ("**Club Manager**") pursuant to that certain Management Agreement, dated November 30, 2017, by and between CCO Hospitality, L.L.C, and the Club Manager ("**Management Agreement**"). The Company shall continue to utilize the services of HG, as the Club Manager, exclusively to manage the Club Facilities and the lifestyle services associated therewith, and the Management Agreement shall not be terminated except as expressly set forth therein. For the avoidance of doubt, expiration or termination of the Management Agreement shall not affect HG's rights and/or interest as outlined herein.

3.6 Member Meetings: The Managers shall call for meetings of the Members at such times that it determines necessary or appropriate, or upon the written request of a Member or Managers. Written notice of any meeting shall be served by U.S. Mail or electronic mail on the Members within a reasonable time before commencement of a meeting. All Members recognize that some meetings may be called on an emergency basis. All meetings of the Members shall be held at the principal place of the Company's business or by telephonic means. Each Member shall be entitled to a vote weighted in accordance with its Membership Interest.

ARTICLE IV NON-LIQUIDATING DISTRIBUTIONS

4.1 Discretionary Distributions: Subject to the terms of this Agreement, the Managers has the sole discretion as to the timing and amount of distributions to be made to the Members from Available Cash (defined below), provided that any Available Cash shall be distributed in the following priority:

(a) First, to RF Ventures, a return equal to Five Percent (5%) per annum on its investment of Two Million Three Hundred Thousand Dollars (\$2,300,000.00) ("**Investment**") in the Company until the Investment is repaid;

(b) Second, to RF Ventures to repay the Investment;

(c) Third, upon full repayment of the Investment, to each Member proportionately on a pari passu basis based on their respective Capital Account balances until such balances are zero; and

(d) Finally, upon full repayment of the Investment, to each Member pro rata on a pari passu basis in accordance with their Membership Interests.

Neither the Company nor the Managers shall incur any liability from making distributions according to this Agreement. "**Available Cash**" shall mean all cash from the Company's operations, sales in the ordinary course, sales of any portion of the Company's Assets, refinancing or other sources after provision has been made for payment of all operating expenses and management fees, payment of all outstanding and unpaid current obligations of the Company, and any reserves deemed appropriate by the Managers.

4.2 No Non-Cash Distributions: No Member shall cause the Company to distribute any Company Assets other than money, unless approved by the unanimous written consent of the Members.

4.3 Profits and Losses: All profits and losses shall be allocated in the manner deemed advisable by the Company's accountants, taking into account the Members' intention that the Company shall be treated as a partnership for Federal and State income tax purposes.

ARTICLE V TRANSFER OF INTERESTS

5.1 Restrictions on Transfer: No Member shall transfer all or part of the Member's Membership Interest, except with the prior written consent of a simple majority interest of all other Members and subject to Section 5.4 below.

5.2 Effective Date of Transfer: Any permitted transfer of any portion of any Membership Interest shall be effective upon the date of transfer and after all requirements of this Agreement

are met. Any transferee of a Membership Interest shall take subject to the restrictions on transfer imposed by this Agreement.

5.3 No Effect to Transfers in Violation of Agreement: Upon any transfer of any Membership Interest in violation of this Agreement, the transferee shall have no right to vote or participate in the management of the Company under any circumstances, and shall not be considered a Member of the Company.

5.4 Right of First Refusal: If a Member proposes to transfer all or any part of its Membership Interest ("**Offered Interest**"), the Member ("**Offering Member**") shall first offer that Offered Interest to the Company and to the non-transferring Member ("**Electing Member**") in accordance with the terms of this Section 5.4. The Offering Member shall deliver a written notice to the Company and to the other Member stating the Offering Member's bona fide intention to transfer the Offered Interest and the purchase price therefor ("**Option Notice**"). Within thirty (30) days after the receipt of the Option Notice, the Company shall have the right, but not the obligation, to elect to purchase the Offered Interest upon the price and terms of payment designated in the Option Notice; provided, however, that the Company's election to purchase or not to purchase shall be approved by a vote of the Electing Member, and the Offering Member shall not participate in such vote. However, if the Company fails to elect to purchase the Offered Interest within such thirty (30)-day period, then the Electing Member shall have the right, but not the obligation, to elect to purchase the Offered Interest at the same price and terms as set forth in the Option Notice, which election shall be exercised by notifying the Offering Member and the Managers within sixty (60) days after receipt of the Option Notice. If either the Company or the Electing Member elects to purchase the Offered Interest in accordance with the foregoing procedure, then such transfer shall occur, and the purchase price shall be paid within thirty (30) days after the date on which such purchase election is made. If neither the Company nor the Electing Member elect to purchase the Offered Interest, or, if an election is made and the entity making the election fails to consummate the purchase, then the Offering Member shall be free to transfer the Offered Interest to a third-party on the terms set forth in the Option Notice; provided that such transfer is consummated within thirty (30) days after the last to occur of the Electing Member electing not to purchase, the expiration of the Electing Member's time within which to make such election, or the time within which the Company or the Electing Member, as applicable, fails to close the purchase ("**Transfer Deadline**"). If the Offering Member does not complete a transfer on or before the Transfer Deadline, then the Offering Member must once again make the offer to transfer its Membership Interest, or a portion thereof, to the Company and the other Member in accordance with this Section 5.4 before transferring it to a third-party.

5.5 Nature of Transfer: For purposes of Section 5.4 above: (a) RF Ventures shall be deemed to have made an offer to transfer its Membership Interest, if Randy Frankel transfers a majority of his ownership interest or his voting interest in RF Ventures to a third-party; and (b)

HG shall be deemed to have made an offer to transfer its Membership Interest, if M.G. Orender transfers a majority of his ownership interest or his voting interest in HG to a third-party.

5.6 No Pledge: No Member shall pledge, collaterally assign, encumber or otherwise grant a security interest in its Membership Interest without the written approval of the other Member. Any such unpermitted pledge, assignment, encumbrance or grant shall be void *ab initio*.

ARTICLE VI BOOKS AND RECORDS

6.1 Books and Records: The Company shall maintain, at its principal office located at 10401 Deerwood Park Blvd. Suite 2130, Jacksonville, Florida, 32256 or such other place as the Managers shall designate in coordination with the Club Manager, books of accounts for the Company, which shall show a complete and accurate record of the assets, liabilities, operations, transactions and financial condition of the Company. The Managers may also have the Company's books of accounts maintained in accordance with generally accepted accounting principles or other reasonable methods of accounting that it may approve. Whatever accounting method or methods are adopted by the Managers hereunder shall be consistently applied. The Club Manager shall also comply with these provisions as it relates to any books and records that the Club Manager keeps for the Company.

6.2 Tax Returns and Information: The Managers shall cause all tax returns that the Company is required to file to be prepared and timely filed (including extensions) with the appropriate authorities. The Company shall cause to be delivered to each Member information pertaining to the Company for the previous fiscal year that is necessary for the Members to accurately prepare their respective federal and state income tax returns for such fiscal year.

6.3 Tax Matters: Except as otherwise provided in this Agreement, the Managers, in his reasonable discretion, shall make all decisions concerning the elections and determinations for the payment of Federal, State, local and foreign taxes, on behalf of the Company; provided that the partnership status of the Company for tax purposes is maintained.

6.4 Right of Inspection: Each Member or the authorized representative(s) thereof shall have access to and may inspect the books, records and materials of the Company. The exercise of the rights contained in this Section 6.4 shall be made at such time that may be reasonably arranged between such Member and the Managers. Each Member shall bear the costs and expenses related to that Member's exercise of the rights provided under this Section 6.4.

6.5 Confidentiality: Each Member shall at all times during the existence of the Company and thereafter use its best, good faith efforts to safeguard the secrecy and confidentiality of any confidential information regarding the Company.

ARTICLE VII DISSOLUTION AND WINDING UP

7.1 Dissolution Events: The Company shall dissolve and commence winding up and liquidating upon the first to occur of any of the following (each a "**Dissolution Event**"):

- (a) The sale or other transfer of all or substantially all of the Company Assets; or
- (b) The unanimous written consent of the Members.

The dissolution of the Company pursuant to this Section 7.1 shall be effective on the date on which such Dissolution Event occurs, but the Company shall not terminate until the Company Assets have been distributed as provided herein and its affairs wound up in accordance with applicable law. Except as provided in this Section 7.1, the Company shall not dissolve due to the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or of a Manager or under any other circumstances described, or to which reference is made, under the Florida Limited Liability Company Act ("**Act**").

7.2 Winding Up: Upon the occurrence of a Dissolution Event, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets and satisfying the claims of its creditors and members, and the Managers shall not take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company's business and affairs. To the extent not inconsistent with the foregoing, all covenants and obligations under this Agreement shall continue in full force and effect until such time as the Company Assets have been distributed pursuant to this Section 7.2 and the Company is terminated in accordance with the Act. The Managers (or liquidator, as the case may be) shall be responsible for overseeing the winding up and dissolution of the Company, shall take full account of the Company's liabilities and the Company Assets, shall cause the Company Assets to be distributed in kind in accordance with the principles set forth herein, or liquidated as promptly as is consistent with obtaining the fair value thereof, and shall cause the proceeds therefrom, to the extent sufficient therefor, to be distributed or otherwise applied in the following order and priority:

(a) First, to the payment and discharge (or reasonable provision therefor) of all of the Company's debts and liabilities to creditors of the Company (including the Members who are creditors, if any) in the order of priority provided by, and otherwise made in accordance with applicable law, whether by payment or the making of reasonable provision for payment thereof, which may include the setting up of such reserves as the Managers (or liquidator, as the case may be) may deem necessary for any obligations or contingent liabilities of the Company, and the Managers (or liquidator) may hold such reserves for such period that the Managers (or liquidator, as the case may be) deems advisable for the payment of such obligations and liabilities as they become due and at the expiration of such period, the balance of such reserves, if any, shall be distributed as provided in this Section 7.2; and

(b) Then the balance, if any, to the Members in accordance with the provisions of Section 4.1 of this Agreement.

The costs and expenses relating to the winding up of the Company shall be borne by the Company. Unless otherwise approved by the Managers, no Member or the Managers shall receive compensation for any services performed pursuant to this Section 7.2.

7.3 Final Accountings: Upon both the dissolution and termination of the Company, a proper accounting shall be made by the Company from the date of the last previous accounting to the date of the dissolution or termination, as the case may be.

7.4 No Capital Account Deficit Balance Restoration Obligation: In no event shall any Member be liable with respect to, or be required to contribute capital to restore a negative or deficit balance in such Member's Capital Account upon the dissolution or liquidation of the Company, or at any other time of either the Company or such Member's Membership Interest, except to the extent such Member expressly agrees thereto in writing to the Company.

ARTICLE VIII INSURANCE

8.1 The Company shall have the right to purchase and maintain insurance on behalf of the Company against any liability asserted against such person in any capacity arising out of the person's status as the Managers or Member of the Company or as an agent of the Company.

ARTICLE IX GOVERNING LAW

9.1 This Agreement shall be governed by and construed under the laws of the State of Florida.

ARTICLE X MISCELLANEOUS

10.1 Arbitration: Any controversy between the Members shall be submitted to the American Arbitration Association (the "AAA") for arbitration in the State of Florida according to the rules and regulations of the AAA. The costs of arbitration shall be borne equally by the parties to the arbitration; however, reasonable attorneys' fees may be awarded to the prevailing party at the discretion of the arbitrator.

10.2 Amendments: This Agreement may not be amended or modified, unless such amendment or modification is executed by all of the Members and the Company.

10.3 Confidentiality: Each Member agrees not to disclose the provisions of this Agreement to any person not a signatory to this Agreement, except as otherwise approved by the Managers in writing, unless necessary or appropriate in connection with: (a) any legal or judicial process whether initiated by or against such Member; (b) any Member seeking any legal or financial advice, or otherwise in connection with such Members' financial affairs; or (c) any Member's preparing or filing of such Member's tax returns.

10.4 Attorneys' Fees: In the event litigation is required by either party to enforce the terms of this Agreement, the prevailing party in such action shall, in addition to all other relief granted or awarded by the court, be entitled to judgment for reasonable attorneys' and legal assistants' fees incurred by reason of such action, and all costs of suit and those incurred in preparation thereof at both the trial and appellate levels, in arbitration or bankruptcy proceedings, and post-judgment collection proceedings.

10.5 Construction: All parties hereto acknowledge that they have had the benefit of independent counsel with regard to this Agreement and that this Agreement has been prepared as a result of the joint efforts of all parties and their respective counsel. Accordingly, all parties agree that the provisions of this Agreement shall not be construed or interpreted for or against any party hereto based upon authorship.

10.6 No Third-Party Beneficiaries: This Agreement is for the benefit of the parties hereto only, and shall not be relied upon, or enforced by any third-parties not specifically named as parties to this Agreement.

10.7 No Waiver: Neither the failure of any party to exercise any power given to such party hereunder or to insist upon strict compliance by another party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

10.8 Severability: In case any one or more of the provisions contained in this Agreement is found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein unless such unenforceable provision results in a frustration of the purpose of this Agreement or the failure of consideration.

10.9 Notices: Notices hereunder shall be given to the parties at the addresses set forth in Schedule 1 (or to such other person or address as a party may hereafter direct by giving notice as provided herein). Notices shall be made by hand delivery, overnight delivery, certified mail or by regular mail. If given by certified or regular mail, the notice shall be deemed to have been given within a required time if deposited in the U.S. Mail, postage prepaid, within the time limit. For the purpose of calculating time limits which run from the giving of a particular notice, the time shall be calculated from actual receipt of the notice, unless delivered by regular mail only in which case such notice shall be deemed received within three (3) days from deposit in the U.S. Mail with postage prepaid. If any party hereto is represented by legal counsel, such legal counsel is authorized to deliver written notice directly to the other party on behalf of his or her client, and the same shall be deemed proper notice hereunder, if delivered in the manner specified above.

10.10 Counterparts; Facsimile; PDF: This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument. A facsimile copy of this Agreement or

a signed copy of this Agreement transmitted in Portable Document Format ("**PDF**") shall have the same force and effect as an original and shall bind a party to the terms and conditions hereof.

10.11 Complete Agreement: This Agreement, together with all schedules attached hereto, constitutes the complete and exclusive statement of the agreement among the Members, and supersedes all prior operating agreements of the Company. Subject to the restrictions on transfer set forth in this Agreement, this Agreement shall be binding upon and inure to the benefit of the Members and their respective permitted successors and assigns.

IN WITNESS WHEREOF, the parties have signed this Agreement on the 19 day of December, 2017, and each of the individuals signing below warrants that he has the authority to sign for and on behalf of the respective parties.

RF VENTURES V, LLC,
a Florida limited liability company

By:  _____

Printed Name: Randy Frankel

Its: Manager/Member

HAMPTON GOLF, INC.,
a Florida corporation,

By:  _____

Printed Name: M.G. Ofender

Its: President

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
CCO HOSPITALITY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY**

Schedule 1

Members

Membership Percentage

RF Ventures V, LLC 10401 Deerwood Park Blvd. Suite 2130 Jacksonville, FL 32207	80%
Hampton Golf, Inc. 10401 Deerwood Park Blvd., Suite 2130 Jacksonville, FL 32256	20%