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(Requestor's Name)

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# WELLBAUM & EMERY, P.A.

LORI WELLBAUM EMERY  
R.W. WELLBAUM, JR.  
(1943-2018)

686 NORTH INDIANA AVENUE  
ENGLEWOOD, FLORIDA 34223  
TELEPHONE (941) 474-3241  
FAX (941) 475-2927

August 17, 2020

## TRANSMITTAL LETTER

TO: Registration Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

SUBJECT: PEMOLIVE, LLC

Enclosed please find the Articles of Amendment to Article of Organization, along with the Operating Agreement and the fees for filing.

Please return all correspondence concerning this matter to the following:

Lori Wellbaum Emery  
Wellbaum & Emery, P.A.  
686 N. Indiana Avenue  
Englewood, Florida 34223

For further information concerning this matter, please call:

Lori Wellbaum Emery at (941) 474-3241

Enclosed is a check for the following amount:

X \$25.00 filing fee	___ \$30.00 Filing Fee	___ \$55.00 Filing Fee &	___ \$60.00 Filing Fee,
	Filing Fee &	Certified Copy (add'l	Certificate of
	Certificate Status	copy is enclosed)	Status & Certified
			Copy (add'l copy
			is enclosed)

Yours very truly,

Lori Wellbaum Emery

LWE/ar  
Enclosures

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

PEMOLIVE, 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 November 22, 2016 and assigned  
Florida document number L16000214021.

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:

(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	ANTHONY J. TRICE	78 West Street	<input type="checkbox"/> Add
		Marlow Buckinghamshire SL7-2FU	<input type="checkbox"/> Remove
			<input checked="" type="checkbox"/> Change
MBER	ANTHONY J. TRICE	78 West Street	<input checked="" type="checkbox"/> Add
		Marlow Buckinghamshire SL7-2FU	<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
MGR	LINDA TRICE	78 West Street	<input type="checkbox"/> Add
		Marlow Buckinghamshire SL7-2FU	<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
MGR	Emily Jane Maher	17 School Close	<input type="checkbox"/> Add
		High Wycombe, Bucks HP11 1PH GB	<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
MGR	Paul James Trice	10 Hillside Road	<input type="checkbox"/> Add
		Marlow, Bucks SL7 3JY GB	<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
MGR	Oliver William Trice	26 Cockhaven Rd	<input type="checkbox"/> Add
		Bishopsteignton, Teignmouth TQ14 9RQ GB	<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change

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SECURITY  
TALLAHASSEE, FL

2020 AUG 2 PM 4:41  
SIOUX FALLS, SD  
FALLS, SD

(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)

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 August 15, 2020

Signature of a member or authorized representative of a member Anthony J. Trice

Typed or printed name of signee

**Filing Fee: \$25.00**

## **OPERATING AGREEMENT**

### **FOR**

### **PEMOLIVE, LLC**

The undersigned, as members of the Company do hereby enter into this Operating Agreement for the above-named, Limited Liability Company, hereinafter referred to as the "Company."

#### **ARTICLE I – CONTRACT**

This Operating Agreement is a contract between its parties and is enforceable by the Company against any member who violates its terms. All members, past, present and future must sign this Operating Agreement as a condition of membership.

#### **ARTICLE II – OFFICE**

The principal office of the Company is located at 11000 Placida Road, Unit 901, Placida, Florida 33946.

The Company may have such other offices, either within or without the state as the members may designate or as the Company may require. The registered office of the Company required by the laws of the State of Florida to be maintained in the state may be, but need not be, identical with the principal office, and may be changed from time to time by the members.

#### **ARTICLE III – PURPOSE**

The purpose for which the Company is organized is the conduct of all lawful business purposes except that of banking or insurance.

#### **ARTICLE IV – DURATION OF THE COMPANY**

The Company shall commence immediately, upon the signing of this Operating Agreement, and shall continue pursuant to the terms specified in the documents filed with the state unless terminated sooner by operation of law or by agreement among the members.

#### **ARTICLE V – CAPITAL CONTRIBUTIONS**

The undersigned members agree to share in all post-formation capital contributions, profits, and surplus of the Company according to the percentage of their membership. Each member owns an undivided interest in the business and Company as follows:

<b>Member</b>	<b>Percentage Membership</b>
<b>ANTHONY J. TRICE</b>	<b>100%</b>

#### **ARTICLE VI – ADDITIONAL CAPITAL CONTRIBUTIONS**

The members may contribute in proportionate amounts any additional capital deemed necessary for the operation of the Company, provided, however, that in the event that any member deems it advisable to refuse or fails to contribute such member's share of any or all of the additional capital, then the other members or any one of them may contribute the additional capital not paid in by such refusing member and shall receive therefor an increase in the entire Company in direct proportion to the said additional capital contributed. Unless otherwise agreed, the right to make up additional capital contributions of a refusing member shall be available in the same order as the right to purchase in the case of withdrawal or death of a member, as set forth in Articles XV and XVI.

#### **ARTICLE VII – DIVISION OF PROFITS AND LOSSES**

Each of the members shall own an interest in the Company as set forth in Article V, entitled "Capital Contributions," except as the same may hereafter vary or change as provided in Article VI, entitled "Additional Capital Contributions." All profits of the Company enterprise shall be shared by each of said members according to the percentage of interest each member owns. A separate capital account shall be maintained for each member. No member shall make any withdrawals from capital without prior approval of the Company. If the capital account of the member becomes impaired, his share of subsequent Company profits shall be first credited to his capital account until that account has been restored.

#### **ARTICLE VIII – RIGHTS AND DUTIES OF THE PARTIES**

The entity is to be member managed. Company decisions and actions shall be decided by a majority in the interest of its members, at meetings regularly called with notice to all members. For purposes of determining a "majority in interest," a member's interest will be such member's interest in profits and losses as set forth in Articles V and VI, and a majority will mean more than fifty percent (50%).

#### **ARTICLE IX – COSTS AND EXPENSES**

Except as herein provided no member shall be separately compensated on a salaried basis for service performed in carrying out the operation of the Company. No salaries or individual compensation shall be otherwise payable, without consent of the Company, for the normal management, although the Company may from time to time employ one or more managers or other representatives at a designated salary.

## **ARTICLE X – MANAGEMENT DUTIES AND RESTRICTIONS**

No member shall, without the consent of the other members, endorse any note or act as an accommodation party, or otherwise become surety for any person in any transaction involved in the Company. Without the consent of the Company, no member shall on behalf of the Company borrow or lend money, or make, deliver or accept any commercial paper, or execute any mortgage, security agreement, bond or lease, or purchase or contract to purchase, or sell or contract to sell any property for or of the Company. No member shall, except with the consent of the other members, mortgage, grant a security interest in its share in the Company capital assets or property, or do any act detrimental to the best interests of the Company or which would make it impossible to carry on the ordinary purpose of the Company.

## **ARTICLE XI – BANKING**

All funds of the Company shall be deposited in its name in such checking account or accounts as shall be designated by the members. All withdrawals therefrom are to be made upon checks, which must be signed by the person designated by the members.

## **ARTICLE XII – BOOKS**

The Company books shall be maintained at the Company offices, to be retained by the entity, and each member shall have access thereto. The books shall be kept on a calendar year basis, and shall be closed and balanced at the end of each fiscal year. Each of the parties to this Operating Agreement hereby covenants and agrees to cause all known business transactions pertaining to the purpose of the Company, to be entered properly and completely into said book. The Company will furnish annual financial statements to the members, and prepare tax returns in a timely manner.

## **ARTICLE XIII – INSURANCE**

The Company shall carry liability insurance in such amounts as are deemed appropriate by the members.

## **ARTICLE XIV – VOLUNTARY TERMINATION**

If the Company is dissolved, the members shall proceed with reasonable promptness to liquidate the Company. The assets of the Company shall be distributed in the following order:

- A. To pay or provide for the payment of all Company liabilities to creditors other than members, and liquidating expenses and obligations;
- B. To pay debts owing to members other than for capital and profits;
- C. To pay debts owing to members in respect to capital; and
- D. To pay debts owing to members in respect to profits.



## **ARTICLE XV – WITHDRAWAL OF MEMBER BY SALE**

Any member who shall be desirous of selling their share and interest in the Company shall give the right of first refusal to purchase said share and interest at the same price as being offered by a bona fide and qualified buyer.

All members electing to purchase (other than the selling member), and having the right to purchase, may purchase that percentage of share(s) being sold. The number of shares that can be purchased is calculated by dividing the member's respective percentage of the Company by the total percentage of shares of all members electing to purchase.

The unanimous consent of all members is required for a member to sell their share to a non-member or for an assignee of a member's share to become a member.

## **ARTICLE XVI – DEATH OF A MEMBER**

In the event of the death of a member, then the deceased's heir or heirs shall be entitled to succeed to the economic share and interest of the deceased member. This provision however, is subject to the controlling statute(s) and/or Court Rule(s) of the specific state's treatment of an heir's succeeding to the economic share and interest in a professional organization of the deceased member. The Company may, upon unanimous consent of the remaining members, as soon as practicable, provide a document by which the remaining members personally affirm and accept all the terms, conditions and provisions of this Operating Agreement binding themselves to continue the same business in writing.

## **ARTICLE XVII – DISTRIBUTION**

Prior to dissolution and at least annually as income has been received by the Company, accounts determined and tax returns filed, the members shall determine funds available for distribution. Upon liquidation, a reasonable reserve as mutually determined in amount shall be established to cover follow-on or subsequent complaint and warranty requirements, if any. Liquidation of the Company need not be delayed provided that such amounts are properly escrowed and arrangements made for performance of such services as may be required in the interest of the Company. Escrows, reserves or liquidating accounts may be established as escrows or otherwise, which activity need not unduly delay the termination of the Company for all other purposes.

## **ARTICLE XVIII – CAPITAL ACCOUNTS – INCOME AND CREDITS OF MEMBER**

The Company is required to maintain for each member a capital account which reflects that member's separate distributive share, whether or not distributed, of each class or item of Company income, gain, loss, deduction, or credit described in IRS sections 702 and 704. If it is determined that a member's allocation of income, gain, loss, deduction, or credit does not have substantial economic effect then his distributive share of such income, gain, loss, deduction, or credit shall be determined in accordance with his interest in the entity. Any special allocations of

income, gain, loss or deduction for each member are to be specified in an exhibit to this Operating Agreement. Upon liquidation, members must restore any deficits in offset provisions of the IRS Code that specifically allocates later income to members with negative capital accounts.

#### ARTICLE XIX – AMENDMENT OF OPERATING AGREEMENT

This Operating Agreement may be altered, amended or repealed and a new Operating Agreement may be adopted only by a one hundred percent (100%) vote of the membership at any annual, regular or special meeting of the members.

#### ARTICLE XX – VIOLATION OF THIS OPERATING AGREEMENT

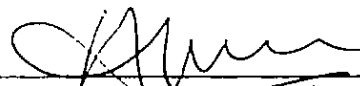
Any member who shall violate any of the terms, conditions, and provisions of this Operating Agreement shall keep and save harmless the Company property and shall also indemnify the other members from any and all claims, demands and actions of every kind and nature whatsoever which may arise out of or by reason of such violation of any terms and conditions of this Operating Agreement.

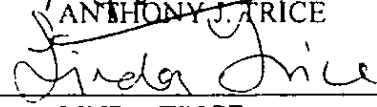
#### ARTICLE XXI – COUNTERPARTS

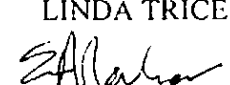
This Operating Agreement may be executed with counterparts, all of which shall be deemed to be one and the same instrument, and it shall be sufficient for each part to have executed at least one, but not necessarily the same, counterpart.

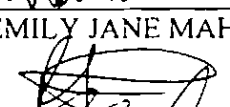
IN WITNESS WHEREOF, the parties have hereunto set their hands effective this \_\_\_\_ day of 8/15, 2020.


Signed:

  
\_\_\_\_\_  
ANTHONY J. TRICE

  
\_\_\_\_\_  
LINDA TRICE

  
\_\_\_\_\_  
EMILY JANE MAHER

  
\_\_\_\_\_  
PAUL JAMES TRICE

  
\_\_\_\_\_  
OLIVER WILLIAM TRICE