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(Requestor's Name)

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(City/State/Zip/Phone #)

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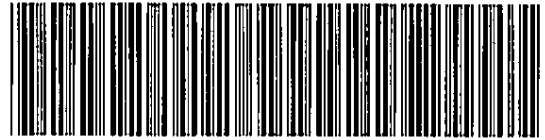
(Business Entity Name)

(Document Number)

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2019 MAY 21 PM 12:18  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Y SULKER  
JUN 07 2019

## COVER LETTER

TO: Registration Section  
Division of Corporations

SUBJECT: Bump Start kit 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:

Theora Blackman  
Name of Person

Firm Company

P.O. Box 4486  
Address

Brandon, FL 33509  
City/State and Zip Code

Theorabrooks@gmail.com  
E-mail address: (to be used for filing) (to report modification)

For further information concerning this matter, please call:

Theora Blackman at 954 798-5389  
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/COURTIER ADDRESS:  
Registration Section  
Division of Corporations  
Building  
204 Executive Center Circle  
Tallahassee, FL 32301

ARTICLES OF AMENDMENT  
TO  
ARTICLES OF ORGANIZATION  
OF

Bumpstart Kit, 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 01/09/2017 and assigned  
Florida document number L17000605911.

This amendment is submitted to amend the following:

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

Brockman Holdings, 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)

P.O. Box 4486  
Brandon, FL 33509

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

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	Donnel Blackman	4514 San Sebastian	<input checked="" type="checkbox"/> Add
		Circle Orlando, FL 32805	<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
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			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change

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SECURITY  
FALLS CHURCH VA

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

Please see attachment

E. Effective date, if other than the date of filing: \_\_\_\_\_ (optional)

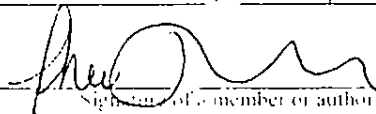
(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)

**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 May 17 2019

  
\_\_\_\_\_  
Signature of a member or authorized representative of a member

Thora Blackman  
\_\_\_\_\_  
Typed or printed name of signer

FILED  
2019 MAY 21 PM 12:18  
SECRETARY OF STATE  
TALLAHASSEE, FL 32304

## OPERATING AGREEMENT FOR MEMBER-MANAGED LIMITED LIABILITY COMPANY

### **I. PRELIMINARY PROVISIONS**

(1) *Effective Date.* This operating agreement of Brookman Holdings, LLC effective May 17, 2019, is adopted by the members whose signatures appear at the end of this agreement (the "Agreement").

(2) *Formation.* This limited liability company (LLC) was formed by filing Articles of Organization, a Certificate of Formation or a similar organizational document with the LLC filing office of the state of Florida on May 17, 2019. A copy of this organizational document has been placed in the LLC's records book.

(3) *Name.* The formal name of this LLC is as stated above. However, this LLC may do business under a different name by complying with the state's fictitious or assumed business name statutes and procedures.

(4) *Registered Office and Agent.* The registered office of this LLC and the registered agent at this address are as follows:

Theora E. Blackman

4041 SW 23<sup>rd</sup> ST apt 1 West Park, FL 330

The registered office and agent may be changed from time to time as the members may see fit, by filing a change of registered agent or office form with the state LLC filing office; it will not be necessary to amend this provision of the operating agreement if and when such a change is made.

(5) *Business Purposes.* The specific business purposes and activities contemplated by the founders of this LLC at the time of initial signing of this agreement consist of the following:

The Company may engage in any and all businesses or activities in which a limited liability company may be engaged under applicable law (including, without limitation, the Act).

It is understood that the foregoing statement of purposes shall not serve as a limitation on the powers or abilities of this LLC, which shall be permitted to engage in any and all lawful business activities. If this LLC intends to engage in business activities outside the state of its formation that require the qualification of the LLC in other states, it shall obtain such qualification before engaging in out-of-state activities.

(6) *Duration of LLC.* The duration of this LLC shall exist in perpetuity. Further, this LLC shall terminate when a proposal to dissolve the LLC is adopted by the membership of this LLC or when this LLC is otherwise terminated in accordance with law.

### **II. MEMBERSHIP PROVISIONS**

(1) *Non-liability of Members.* No member of this LLC shall be personally liable for the expenses, debts, obligations or liabilities of the LLC, or for claims made against it.

(2) *Reimbursement for Organizational Costs.* Members shall be reimbursed by the LLC for organizational expenses paid by the members. The LLC shall be authorized to elect to deduct organizational expenses and start-up expenditures ratably over a period of time as permitted by the Internal Revenue Code and as may be advised by the LLC's tax advisor.

(3) *Management.* This LLC shall be managed exclusively by all of its members.

(4) *Members' Percentage Interests.* A member's percentage interest in this LLC shall be computed as a fraction, the numerator of which is the total of a member's ownership account and the denominator of which is the total of all capital

accounts of all members. This fraction shall be expressed in the document as a percentage, which shall be called each member's "percentage interest" in this LLC.

(3) **Membership Voting.** Except as otherwise required by the Articles of Organization, Certificate of Formation or a similar organizational document, other provisions of law, or under the laws of this state, each member shall vote on any matter submitted to the membership for approval in proportion to the member's percentage interest in this LLC. Further, unless defined otherwise for a particular provision of this operating agreement, the phrase "majority of members" means the vote of a majority of the members whose votes equal more than 50% of the votes of all members in this LLC.

(6) *Compensation.* Members shall not be paid for their membership, including management or other duties performed in any capacity for the LLC, whether as officers, directors, managers, members, or otherwise, for performing any duties associated with such membership, but may be paid, however, for any services rendered in any other capacity, independent of their membership or otherwise.

(7) **Members' Meetings:** The LLC shall not be required to hold members' meetings. However, any member may call a meeting of all other members. Such notification may be in the form of electronic communication reasonably calculated to reach them, or they may agree, either personally, in writing, or by electronic communication, to the member calling the meeting, to meet at a mutually acceptable time and place. Notice of the meeting need not be given to members who do not attend a meeting, and any business may be discussed and conducted at the meeting. If all members who do not attend a meeting can attend, unless all members who do not attend have agreed to waive notice, the meeting is postponed. If a meeting is postponed, and the non-attending members do not attend the postponed meeting or the non-attending members do not agree to be held without them, a second postponed meeting may be held. The date and time of the second postponed meeting shall be determined by the members. The second postponed meeting may be held without the non-attending members of the membership of this LLC. The decisions or approvals made at this second postponed meeting shall be final after the holding of the second postponed meeting, and the votes taken on any matter shall be the votes of the person designated at the postponed meeting to represent the member at the meeting.

[illegible]

(9) *Other Business Activities* – The employee shall not own, invest in, manage or work for another business, enterprise or any other entity that competes with this LLC's business goals, mission, profitability or productivity, or that may otherwise interfere with the employee's ability to provide maximum effort and performance in managing the business.

### III. TAX AND FINANCIAL PROVISIONS

(1) *Tax Classification of LLC.* The LLC shall be treated for federal and state applicable tax purposes as the treatment of this LLC by state and federal tax authorities filing it with the IRS and, if applicable, state tax authorities.

(2) *Tax Year and Accounting Period.* The LLC shall use the Hybrid period of the LLC may be changed by the filing of appropriate documents.

(3) *Tax Matters Partner.* The LLC shall designate from among its members a "tax matters partner" for the LLC for the tax year (7) and corresponding accounting period as required under the Internal Revenue Code and outcome of these decisions.

(4) *Annual Information.* Each year the LLC's state and federal income tax returns shall be provided to each member of the LLC, together with any other individual state and federal tax returns. This additional information shall include Income, Credits, Deductions, and other financial reports, which shall be provided.

(5) *Bank Accounts.* The LLC shall establish one or more bank accounts for the LLC, and shall establish one or more business and investment accounts for the deposit and withdrawal of the funds of the LLC. The LLC shall maintain the funds of the LLC in the following manner:

(6) *Title to Assets.* All property of the LLC shall be titled in the name of the LLC, not in the names of individual members.

#### IV. CAPITAL PROVISIONS

(1) *Capital Contributions.* The LLC shall be formed with the capital contributions shown next to each member's name. The LLC shall be formed with the capital contributions delivered to the LLC by each member as shown below. The LLC shall be formed with the services as agreed between the LLC that each member shall be required to provide.

##### NAME & ADDRESS

(1) Theora Blackman

P.O. Box 4486 Brentwood

33509

(2) Donnel Blackman

P.O. Box 4486 Brentwood

33509

The LLC shall be initially classified as a S-Corp. The LLC shall be initially classified as a S-Corp and all members may agree to change the tax classification of the LLC by filing Form 970, 970-SS, Entity Classification Election, and Department of the prescribed time limits.

The LLC shall be initially classified as a December 31 of each year. The LLC shall be initially classified as a December 31 of each year and the accounting period shall be the same as the tax year for such change, and may be effected by the filing of appropriate documents.

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##### INTEREST IN LLC

(1) Theora Blackman 50%

(2) Donnel Blackman 50%



- (2) *Additional Contribution* If a member fails to make a scheduled capital contribution by the time by unanimous vote, to require the payment of the delinquent contribution by a mutually agreeable date.
- (3) *Failure to Make Contributions* If a member fails to make a scheduled capital contribution within the time agreed for by unanimous vote, agree to reschedule the time for payment of the delinquent contribution on the following terms, such as a late payment penalty, rate of interest, or other terms, to be paid by the delinquent member, as the members may, by unanimous vote, agree to cancel the membership of the delinquent member if the delinquent member fails to pay any sums of capital made by the delinquent member, or if the members decide to terminate the membership of the delinquent member.
- (4) *No Interest on Capital* There shall be no interest on any cash, lands or property contributed as capital to this LLC, or on funds reflected in the capital accounts.
- (5) *Capital Accounts* Each member shall maintain a capital account in the books of the LLC for each member. It shall be the duty of the members to keep the books of the LLC, decreased by each member's share of the losses of the LLC, and adjusted as required in accordance with applicable provisions of the Internal Revenue Code and the federal income tax regulations.
- (6) *Consent to Capital* No member shall be allowed to withdraw any part of their capital contribution without the unanimous consent of all members, except as otherwise allowed by this agreement and the Internal Revenue Code.
- (7) *Allocation of Profits and Losses* The members shall not be allowed to obtain a return of capital or any other items of the LLC, and the profits and losses of the LLC shall be allocated to the members in accordance with the following:
- (8) *Allocation and Distribution* The members shall not be allowed to obtain a return of capital or any other items of the LLC, and the profits and losses of the LLC shall be allocated to the members in accordance with the following:
- (9) *Allocation of Non-cash Assets* The members shall not be allowed to obtain a return of capital or any other items of the LLC, and the profits and losses of the LLC shall be allocated to the members in accordance with the following:
- (10) *Allocation of Cash* The members shall not be allowed to obtain a return of capital or any other items of the LLC, and the profits and losses of the LLC shall be allocated to the members in accordance with the following:

## V. MEMBERSHIP

- (1) *Withdrawal* A member shall not be allowed to withdraw any part of their capital contribution without the unanimous consent of all members, except as otherwise allowed by this agreement and the Internal Revenue Code.
- (2) *Restrictions on Transfer* No member shall be allowed to transfer any part of her membership in the LLC unless the transferee is a qualified transferee into this LLC. Further, no member shall be allowed to transfer, pledge, grant of a security interest, or otherwise dispose of her membership in the LLC, except by all other members of the LLC. Notwithstanding the above, a member's interest in his or her membership shall not include a transfer of the member's interest in the LLC, and the transferee shall not become a member of the LLC.

## VI. DISSOLUTION PROVISIONS

(1) *Events That Trigger Dissolution.* The LLC shall be dissolved upon the occurrence of any of the following events, except as provided:

- (a) **Dissolution and Winding Up.** If a decision is made to dissolve the LLC, the LLC and its business and affairs shall be wound up pursuant to a written instrument executed by the LLC. In such event, after satisfying creditors, all remaining assets shall be distributed to the members.
- (b) the expiration of the term of the LLC as set forth in the LLC's Articles of Organization, Certificate of Formation or similar document;
- (c) the written agreement of the members to dissolve the LLC;
- (d) entry of a decree of dissolution of the LLC by a court of competent jurisdiction.

## VII. GENERAL PROVISIONS

(1) *Officers.* The LLC shall select one or more persons to serve as its President, Vice President, Secretary and Treasurer. Persons who fill these positions shall be compensated or not compensated according to the nature of the services rendered. The President, Vice President, Secretary and Treasurer shall be compensated according to the terms of the operating agreement. The performance of officers shall be subject to the approval of the members. The LLC shall reimburse any officer for out-of-pocket expenses incurred in the performance of his or her duties.

(2) *Records.* The LLC shall keep a record of all its proceedings, including but not limited to the minutes of all meetings, as well as books showing contributions to the LLC, distributions to members, and addresses of the current members. The LLC shall also keep a record of all its transactions with nonmembers or persons who are not members of the LLC. Copies of the LLC's Articles of Organization, Certificate of Formation, and this operating agreement shall be kept at the principal business office of the LLC. The LLC shall also keep a record of all its transactions containing any of the following information that is required to be kept by the LLC:

- the amount of cash or other property contributed to the LLC by each member;
- a schedule showing the contributions of each member to the LLC;
- a statement or other document showing the distributions to each member, part or all of which represent a return of capital;
- a description of the LLC's assets and liabilities.

If one or more of the members of the LLC request a copy of this agreement or the records of the LLC, the LLC shall provide such item or items at the principal business office of the LLC, upon reasonable notice, and the cost of copying shall be paid for by the requesting member.

(3) *All Necessary Acts.* The LLC shall have the authority to perform all acts necessary to perfect the formation and efficiently. The Secretary of the LLC shall be responsible for the business, financial institutions and individuals who are the items of business on behalf of the LLC.

(4) *Indemnification.* The LLC shall indemnify its officers and directors to the full extent permitted by law for all expenses of any nature (including

attorneys' fees, including reasonable costs of investigation, and all other costs (collectively, "Costs") arising from any and all claims, suits, actions, proceedings, demands, investigations, or litigation (collectively, "Litigation") involving the Company or the Member, whether brought by or against the Company or the Member, in connection with the dispute, or relating to the dispute, or the performance or non-performance of the agreement, to the extent permitted by law, the Member shall indemnify and hold harmless any managers and/or officers from and against, and all Claims, suits, actions, proceedings, demands, investigations, or litigation arising in connection with the business of the Company or by or against the person's estate or heirs, from and against the Company. Notwithstanding the foregoing, any and all indemnification obligations shall have no effect if the Member is found to be negligent or willfully negligent.

(5) *Mediation and Arbitration.* In the event of a dispute arising out of or in connection with this operating agreement and the dispute cannot be resolved to the mutual satisfaction of the parties, the matter shall be submitted to mediation and procedure for mediation shall be arranged by the parties to the dispute. If the dispute cannot be resolved by mediation, the dispute shall be submitted to arbitration in accordance with the rules of the American Arbitration Association. The parties shall state the nature of the dispute to the arbitrator. Arbitration shall be commenced as soon as practicable. The parties shall initially share the cost of arbitration, but the prevailing party shall be responsible for the arbitrator's fees, cost and other expenses of arbitration. All parties to arbitration, and legal judgment may be entered based on the arbitrator's decision.

(6) *Governing Law.* This agreement shall be governed by the substantive law of the State of New York, and the parties agree to submit to the jurisdiction of the courts of that or any other jurisdiction.

(7) *Entire Agreement.* This agreement shall not be amended or modified orally or in writing, and it shall be the entire agreement among the members of this LLC, and it shall be binding on all the parties to this agreement who are current members of this LLC, and all members who became members of this LLC after the adoption of this agreement, and all oral agreements among any members of this LLC.

(8) *Severability.* If any provision of this agreement is held to be invalid, unenforceable or otherwise ineffective, the remaining provisions shall remain in effect.

## VIII. SIGNATURES

*Execution.* The undersigned hereby agree to execute this agreement as the operating agreement of the LLC.

Date:

Signature:

Printed Name:

05/17/2019  
Theora Blackman

Date:

Signature:

Printed Name:

05/17/2019  
Donnae Blackman