

L17000 1341/6

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

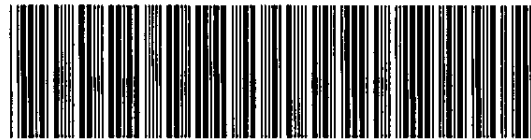
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



500300335475

06/20/17--01023--005 \*\*125.00

17 JUN 20 PM 1:00  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED

COVER LETTER

TO: New Filing Section  
Division of Corporations

SUBJECT: Shepherd 10 LLC  
Name of Limited Liability Company

The enclosed Articles of Organization and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Andy Shepherd  
Name of Person

\_\_\_\_\_  
Firm/Company

10248 Sandy Marsh Ln  
Address

Orlando, FL 32832  
City/State and Zip Code

andy.lone.shepherd@gmail.com  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Andy Shepherd at ( 256 ) 328-5749  
Name of Person Area Code Daytime Telephone Number

Enclosed is a check for the following amount:



\$125.00 Filing Fee



\$130.00 Filing Fee &  
Certificate of Status



\$155.00 Filing Fee &  
Certified Copy  
(additional copy is enclosed)



\$160.00 Filing Fee,  
Certificate of Status &  
Certified Copy  
(additional copy is enclosed)

**Mailing Address**

New Filing Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address**

New Filing Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

Shepherd 10 LLC

(Must contain the words "Limited Liability Company, "L.L.C.," or "LLC.")

ARTICLE II - Address:

The mailing address and street address of the principal office of the Limited Liability Company is:

Principal Office Address:

Mailing Address:

1024S Sandy Marsh Ln  
Orlando FL 32832

SAME

ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:

(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

The name and the Florida street address of the registered agent are:

Andrew L. Shepherd  
Name

1024S Sandy Marsh Ln  
Florida street address (P.O. Box **NOT** acceptable)  
Orlando FL 32832  
City State Zip

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, 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 relating 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..

[Signature]  
Registered Agent's Signature (REQUIRED)

(CONTINUED)

FILED  
17 JUN 20 PM 1:00  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLE IV-**

The name and address of each person authorized to manage and control the Limited Liability Company:

**Title:**

"AMBR" = Authorized Member

"MGR" = Manager

AMBR

AMBR

**Name and Address:**

Andrew L. Shepherd  
10245 Sandy Marsh Ln  
Orlando FL 32832

Joanna S. Shepherd  
10245 Sandy Marsh Ln  
Orlando FL 32832

(Use attachment if necessary)

**ARTICLE V:** Effective date, if other than the date of filing: \_\_\_\_\_ (OPTIONAL)

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

**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.

**ARTICLE VI:** Other provisions, if any.

See Attached 'Operating Agreement'

**REQUIRED SIGNATURE:**

Andrew L. Shepherd

Signature of a member or an authorized representative of a member.

This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes.  
I am aware that any false information submitted in a document to the Department of State  
constitutes a third degree felony as provided for in s.817.155, F.S.

Andrew L. Shepherd

Typed or printed name of signee

**Filing Fees:**

\$125.00 Filing Fee for Articles of Organization and Designation of Registered Agent

\$ 30.00 Certified Copy (Optional)

\$ 5.00 Certificate of Status (Optional)

FILED  
17 JUN 20 PM 1:00  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**LIMITED LIABILITY COMPANY OPERATING  
AGREEMENT  
FOR**

SHEPHERD IO LLC

**A LIMITED LIABILITY COMPANY**

**ARTICLE I  
Company Formation**

FILED  
17 JUN 20 PM 1:00  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

- 1.1 **FORMATION.** The Members have formed a Limited Liability Company ("Company") according to the laws of the state in which the Company was formed. This operating agreement is entered into and effective as of the date it is adopted by the members.
- 1.2 **REGISTERED AGENT.** The name and location of the Company's registered agent will be stated in the company's formation documents.
- 1.3 **TERM.** The Company will continue perpetually unless,
- (a) Members whose capital interest as defined in Article 2.2 exceeds 50 percent vote for dissolution; or
  - (b) Any event which causes the Company's business to become unlawful; or
  - (c) The death, resignation, expulsion, bankruptcy, retirement of a Member or the occurrence of any other event that terminates the continued membership of a Member of the Company; or
  - (d) Any other event causing dissolution of the Company under applicable state laws.
- 1.4 **CONTINUANCE OF COMPANY.** In the event of an occurrence described in ARTICLE 1.4(c), if there are at least two remaining Members, those Members have the right to continue the business of the Company. This right can be exercised only by the unanimous vote of the remaining Members within ninety (90) days after the occurrence of an event described in ARTICLE 1.4(c). If not exercised, the right of the Members to continue the business of the Company will expire.
- 1.5 **BUSINESS PURPOSE.** The Company will conduct any lawful business deemed appropriate in carrying out the company's objectives.

- 1.6 **PRINCIPAL PLACE OF BUSINESS.** The Company's principal place of business will be stated in the formation documents, or as selected by the Managers.
- 1.7 **THE MEMBERS.** The name and residential address of each member are listed in Exhibit 2 attached to this Agreement.
- 189 **ADMISSION OF ADDITIONAL MEMBERS.** Additional members may only be admitted to the Company through a Certificate of New Membership issuance by the company of new interest in the Company or as otherwise provided in this agreement.

## **ARTICLE II**

### **Capital Contributions**

- 2.1 **INITIAL CONTRIBUTIONS.** The Members will initially contribute capital to the Company, as described in Exhibit 3 attached to this Agreement. The agreed total value of such property and cash is 6000.
- 2.2 **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 2, no Member will be obligated to make any additional contribution to the Company's capital.

## **ARTICLE III**

### **Profits, Losses and Distributions**

- 3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes, the Company's net profits or net losses will be determined on an annual basis. These profits and losses will be allocated to the Members in proportion to each Member's capital interest in the Company as set forth in Exhibit 2 as amended and in accordance with Treasury Regulation 1.704-1.
- 3.2 **DISTRIBUTIONS.** The Members will determine and distribute available funds annually or as they see fit. "Available funds" refers to the net cash of the Company available after expenses and liabilities are paid. Upon liquidation of the Company or liquidation of a Member's interest, distributions will be made in accordance with the positive capital account balances or pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b) (2). To the extent a Member has a negative capital account balance, there will be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

## **ARTICLE IV**

### **Management**

FILED  
17 JUN 20 11:00  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

4.1 **MANAGEMENT OF THE BUSINESS.** The Members holding a majority of the capital interests in the Company, as set forth in Exhibit 2 as amended, may vote to elect a Manager or Managers. One manager will be elected by the Members as Chief Executive Manager. The Manager(s) may be a Member or Non-Member. The name and residential address of each Manager is attached as Exhibit 1 of this Agreement.

4.2 **MEMBERS.** The liability of the Members will be limited according to state law. Members that are not Managers will take no part in the control, management, direction, or operation of the Company's affairs and will have no power to bind the Company in legal agreements. The Managers may seek advice from the Members, but need not follow such advice. No Member is an agent of any other Member of the Company, solely by reason of being a Member.

4.3 **POWERS OF MANAGERS.** The Managers are authorized on the Company's behalf to make all decisions as to (a) the sale, development, lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f ) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business.

The Managers are further authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs.

4.4 **CHIEF EXECUTIVE MANAGER.** The Chief Executive Manager has primary responsibility for managing the operations of the Company and for carrying out the decisions of the Managers.

4.5 **NOMINEE.** Title to the Company's assets must be held in the Company's name or in the name of any nominee that the Managers may designate. The Managers have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his or her willful misconduct.

4.6 **COMPANY INFORMATION.** The Managers must supply information regarding the company or its activities to any member upon his or her request. Any Member or their authorized representative will have access to and may inspect and copy all books, records and materials in the Manager's possession regarding the Company or its activities. Access and inspection of information will be at the requesting Member's expense.

4.7 **EXCULPATION.** Any act or omission of the Managers, the effect of which may cause or result in loss or damage to the Company or the Members, if done in good faith to promote the best interests of the Company, will not subject the Managers to any liability.

4.8 **INDEMNIFICATION.** The Company will indemnify any person who was or is a party defendant or is threatened to be made a party defendant, in a pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that the person is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, does not in itself create a presumption that the person did or did not act in good faith and in a manner which he or she reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was lawful.

4.9 **RECORDS.** The Managers must keep the following at the company's principal place of business or other location:

(a) A current list of the full name and the last known street address of each Member;

(b) A copy of the Company's Certificate of Formation and Operating Agreement and all amendments;

(c) Copies of Company's federal, state and local income tax returns and reports, if any, for the three most recent years;

(d) Copies of the Company's financial statements for the three most recent years, if any.

## **ARTICLE V**

### **Compensation**

- 5.1 **MANAGEMENT FEE.** Any Manager rendering services to the Company is entitled to compensation proportionate with the value of those services.
- 5.2 **REIMBURSEMENT.** The Company must reimburse the Managers or Members for all direct out-of-pocket expenses incurred by them in managing the Company.

## **ARTICLE VI**

### **Bookkeeping**

- 6.1 **BOOKS.** The Managers will maintain a complete and accurate accounting of the Company's affairs at the Company's principal place of business. The managers may select the method of accounting and the company's accounting period will be the calendar year.
- 6.2 **MEMBER'S ACCOUNTS.** The Managers must maintain separate capital and distribution accounts for each member. Each member's capital account will be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and will consist of his or her initial capital contribution increased by:
- (a) Any additional capital contribution made by the member;
  - (b) Credit balances transferred from the member's distribution account to his or her capital account;  
and decreased by:
    - (a) Distributions to the member in reduction of Company capital;
    - (b) The Member's share of Company losses if charged to his or her capital account.
- 6.3 **REPORTS.** The Managers will close the books of account after the close of each calendar year and will prepare and send to each member, a statement of such Member's distributive share of income and expense for income tax reporting purposes.

---

## **ARTICLE VII**

### **Transfers**

- 7.1 **ASSIGNMENT.** If a Member proposes to sell, assign, or otherwise dispose of all or any part of his or her interest in the Company, that Member must first make a written offer to sell his or her interest to the other Members at a price determined by mutual agreement. If the other Members decline or fail to elect such interest within thirty (30) days, and if the sale or assignment is made and the Members fail to approve this sale or assignment unanimously then, pursuant to the applicable law, the purchaser or assignee will have no right to participate in the management of the business and affairs of the Company. The purchaser or assignee will only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

## **ARTICLE VIII**

### **Dissolution**

- 9.1 **DISSOLUTION.** The Member(s) may dissolve the company at any time. The Member may NOT dissolve the company for a loss of membership interests. Upon dissolution the company must pay its debts first before distributing cash, assets, and/or initial capital to the Member or the Members interests. The dissolution may only be ordered by the Member(s), not by the owner of the Members interests.

Page 1

## **CERTIFICATION OF MEMBER**

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member, the agreement consisting of 6 pages, constitutes, together with Exhibit 1, Exhibit 2 and Exhibit 3 (if any), the Operating Agreement of Shepherd 10 LLC, adopted by the members as of                     , 2017.

### **Members:**

Andrew L. Shepherd Sr.

Signature

Percent: 20 %

Printed Name  
Andrew L. Shepherd Sr.

Joanna S. Shepherd

Signature

Percent: 10 %

Printed Name  
Joanna S. Shepherd

Susanna C. Shepherd

Signature

Percent: 10 %

Printed Name  
Susanna C. Shepherd

Andrew L. Shepherd Jr.

Signature

Percent: 10 %

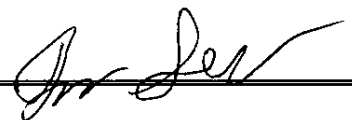
Printed Name  
Andrew L. Shepherd Jr.

Page 2

## **CERTIFICATION OF MEMBER**

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member, the agreement consisting of 6 pages, constitutes, together with Exhibit 1, Exhibit 2 and Exhibit 3 (if any), the Operating Agreement of Shepherd 10 LLC, adopted by the members as of \_\_\_\_\_, 20 12.

### **Members:**



Signature

Percent: 10 %

Printed Name  
James N. Shepherd



Signature

Percent: 10 %

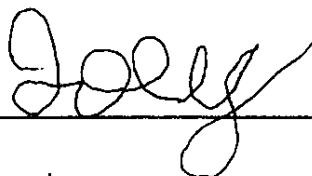
Printed Name  
Ruth A. Shepherd



Signature

Percent: 10 %

Printed Name  
William P. Shepherd



Signature

Percent: 10 %

Printed Name  
Joey C. Shepherd

Page 2

Page 3

## **CERTIFICATION OF MEMBER**

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member, the agreement consisting of \_\_\_\_ pages, constitutes, together with Exhibit 1, Exhibit 2 and Exhibit 3 (if any), the Operating Agreement of Shepherd 10 LLC, adopted by the members as of \_\_\_\_\_, 2017.

### **Members:**

Matthew Shepherd

Signature

Percent: 10 %

Printed \_\_\_\_\_ Name

Matthew R Shepherd

\_\_\_\_\_  
Signature

Percent: \_\_\_\_ %

Printed \_\_\_\_\_

Name

\_\_\_\_\_  
Signature

Percent: \_\_\_\_ %

Printed \_\_\_\_\_

Name

\_\_\_\_\_  
Signature

Percent: \_\_\_\_ %

Printed \_\_\_\_\_

Name

Page 3

**EXHIBIT 1**

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT**

**FOR**

Shepherd 10 LLC

**LISTING OF MANAGERS**

By a majority vote of the Members the following Managers were elected to operate the Company pursuant to ARTICLE 4 of the Agreement:

Andrew L. Shepherd  
Printed Name

Chief Executive Manager

10245 Sordy Marsh Ln Address

Orlando, FL 32832

Joanna S Shepherd  
Printed Name

Title Manager

10245 Sordy Marsh Ln Address

Orlando FL 32832

The above listed Manager(s) will serve in their capacities until they are removed for any reason by a majority vote of the Members as defined by ARTICLE 4 or upon their voluntary resignation.

Signed and Agreed this 15<sup>th</sup> day of June, 2017.

Andrew L. Shepherd  
Signature of Member

Printed Name Andrew L. Shepherd

Joanna S. Shepherd  
Signature of Member

Printed Name

Joanna S. Shepherd

Signature's

Susanna C Shepherd  
Member

Andrew L. Shepherd Jr.  
Member

James N. Shepherd

Ruth A. Shepherd

William P. Shepherd

Joseph C. Shepherd

Matthion R. Shepherd

Printed name's

Susanna C Shepherd  
~~Member~~

Andrew L. Shepherd Jr.  
~~Member~~

James N. Shepherd

Ruth A. Shepherd

William P. Shepherd

Joseph C. Shepherd

Matthion R. Shepherd

Exhibit 1

Page 1

**EXHIBIT 2**

**LIMITED LIABILITY COMPANY OPERATING  
AGREEMENT**

**FOR**  
Shepherd 10 LLC

**LISTING OF MEMBERS**

As of the 15 day of June, 20 17 the following is a list of  
Members of the Company:

**Name** Andrew L. Shepherd **Percent** 20 %  
**Address** 10245 Sandy Marsh Ln Orlando, FL 32832

**Name** Joanna S Shepherd **Percent** 10 %  
**Address** 10245 Sandy Marsh Ln Orlando, FL 32832

**Name** Susanna C Shepherd **Percent** 10 %  
**Address** 10245 Sandy Marsh Ln Orlando, FL 32832

**Name** Andrew L. Shepherd Jr. **Percent** 10 %  
**Address** 10245 Sandy Marsh Ln Orlando FL 32832

Authorized by Member(s) to provide Member Listing as of this 15 day of  
June, 20 17.

Page 1

Page 2

**EXHIBIT 2**

**LIMITED LIABILITY COMPANY OPERATING  
AGREEMENT**

**FOR**  
Shepherd 10 LLC

**LISTING OF MEMBERS**

As of the 15 day of June, 20 17 the following is a list of  
Members of the Company:

**Name** James N. Shepherd **Percent** 10 %

**Address** 10245 Sandy Marsh Ln Orlando FL 32832

**Name** Ruth A. Shepherd **Percent** 10 %

**Address** 10245 Sandy Marsh Ln Orlando FL 32832

**Name** William P. Shepherd **Percent** 10 %

**Address** 10245 Sandy Marsh Ln Orlando FL 32832

**Name** Joseph C. Shepherd **Percent** 10 %

**Address** 10245 Sandy Marsh Ln Orlando FL 32832

Authorized by Member(s) to provide Member Listing as of this 15<sup>th</sup> day of  
June, 2017.

Page 2

Page 3

**EXHIBIT 2**

**LIMITED LIABILITY COMPANY OPERATING  
AGREEMENT**

**FOR**  
Shepherd 10 LLC

**LISTING OF MEMBERS**

As of the 15<sup>th</sup> day of June, 2017 the following is a list of  
Members of the Company:

Name Matthson R Shepherd Percent 10 %  
Address 10245 Sandy Marsh Ln Orlando, FL 32832

~~Name \_\_\_\_\_ Percent \_\_\_\_\_ %~~

~~Address \_\_\_\_\_~~

~~Name \_\_\_\_\_ Percent \_\_\_\_\_ %~~

~~Address \_\_\_\_\_~~

~~Name \_\_\_\_\_ Percent \_\_\_\_\_ %~~

~~Address \_\_\_\_\_~~

Authorized by Member(s) to provide Member Listing as of this 15<sup>th</sup> day of  
June, 2017.

Page 3

Signature's

Susan S  
Member

Christy Grayson  
Member

Jim

Rene

Wendy

Joey

Alfred S

Al L Shepherd

Joanna S Shepherd

Printed name's

Susanna C Shepherd  
~~Member~~

Andrew L. Shepherd Jr.  
~~Member~~

James N. Shepherd

Ruth A. Shepherd

William P Shepherd

Joseph C. Shepherd

Matthias R. Shepherd

Andrew L. Shepherd

Joanna S Shepherd

Exhibit 2

~~Signature of Member~~

~~Signature of Member~~

~~Signature of Member~~

~~Signature of Member~~

### **EXHIBIT 3**

## **LIMITED LIABILITY COMPANY OPERATING AGREEMENT**

**FOR**  
Shepherd 10 LLC

### **CAPITAL CONTRIBUTIONS**

Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital is stated to be \$ 6,000.00. The description and each individual portion of this initial contribution is as follows:

<u>Andrew L. Shepherd</u>	<u>\$ 5,000 (Truck+tools)</u>
<u>Joanna S Shepherd</u>	<u>\$ 300</u>
<u>Susanna C Shepherd</u>	<u>\$ 100</u>
<u>Andrew L. Shepherd Jr.</u>	<u>\$ 100</u>
<u>James N. Shepherd</u>	<u>\$ 100</u>
<u>Ruth A. Shepherd</u>	<u>\$ 100</u>
<u>William P. Shepherd</u>	<u>\$ 100</u>
<u>Joseph C Shepherd</u>	<u>\$ 100</u>
<u>Matthson R. Shepherd</u>	<u>\$ 100</u>

SIGNED AND AGREED this 15<sup>th</sup> day of June, 2017.

Signature's

Susan Shepherd  
Member

Charles W. Shepherd  
Member

John N. Shepherd

Ruth A. Shepherd

William P. Shepherd

Joseph C. Shepherd

Mathon R. Shepherd

Andrew L. Shepherd

Joanna S. Shepherd

Printed name's

Susanna C Shepherd

Andrew L. Shepherd Jr.

James N. Shepherd

Ruth A. Shepherd

William P Shepherd

Joseph C. Shepherd

Mathon R. Shepherd

Andrew L. Shepherd

Joanna S. Shepherd

Exhibit 3