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ARTICLES OF ORGANIZATION OF

JEAN & WILLIAM SOMAN JBR, LLC

ARTICLE I

NAME

The name of this Limited Liability Company shall be JEAN & WILLIAM SOMAN JBR, LLC (the "Company").

ARTICLE II

PRINCIPAL PLACE OF BUSINESS

The principal place of business of the Company shall be 11191 SW 60th Avenue, Pinecrest, FL 33156, and such other place or places as the member from time to time may determine. The mailing address of the Company is 11191 SW 60th Avenue, Pinecrest, FL 33156.

ARTICLE III

INITIAL REGISTERED OFFICE AND REGISTERED AGENT

The initial registered agent of the Company shall be William D. Soman, P.A. The address of the initial registered agent is 11191 SW 60th Avenue, Pinecrest, Florida 33156.

ARTICLE IV

MANAGEMENT

The Limited Liability Company is to be managed by one or more managers and is, therefore, a manager-managed company. The name and address of the manager who will serve as manager until the first annual meeting of members or until his successor is selected and qualified in accordance with the Operating Agreement or applicable law is:

William D. Soman
11191 SW 60th Avenue, Pinecrest, FL 33156

ARTICLE V


DURATION

The period of duration of the Company shall be perpetual, and the Company shall be in existence until dissolved in a manner provided by law, or as provided in the Operating Agreement.

IN WITNESS WHEREOF, the undersigned has caused these Articles of Organization to be executed on the 15th day of August, 2018, effective upon filing same with the Florida Department of State.

Joseph B. Ryter Trust dated May 15, 2007, Member

By:


William D. Soman, Trustee

CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE

PURSUANT TO THE PROVISIONS OF SECTION 608.415, FLORIDA STATUTES,
THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING
STATEMENT DESIGNATING ITS REGISTERED OFFICE AND REGISTERED AGENT
IN FLORIDA.

1. The name of the limited liability company is:

JEAN & WILLIAM SOMAN JBR, LLC

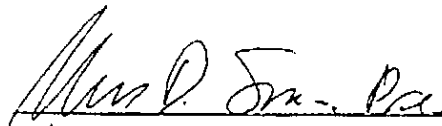
2. The name and address of the registered agent and office is:

William D. Soman, P.A.
11191 SW 60th Avenue
Pinecrest, FL 33156

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, REGISTERED AGENT HEREBY
ACCEPTS THE APPOINTMENT AS REGISTERED AGENT AND AGREES TO ACT IN
THIS CAPACITY. REGISTERED AGENT FURTHER AGREES TO COMPLY WITH THE
PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE
PERFORMANCE OF ITS DUTIES AND IS FAMILIAR WITH AND ACCEPTS THE
DUTIES AND OBLIGATIONS OF ITS POSITION AS REGISTERED AGENT.

WILLIAM D. SOMAN, P.A.

By:


William D. Soman, President

Date: August 15, 2018

OPERATING AGREEMENT
OF
JEAN & WILLIAM SOMAN JBR, LLC

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CLERK OF COURT
IN AND FOR THE DISTRICT OF COLUMBIA

OPERATING AGREEMENT
OF
JEAN & WILLIAM SOMAN JBR, LLC

This Operating Agreement (this "Agreement") is made and entered into as of this 16 day of August 2018 by JOSEPH B. REITER TRUST dated May 15, 2007, JEAN P. SOMAN AND WILLIAM D. SOMAN, as the initial Members (the "Member") of **JEAN & WILLIAM SOMAN JBR, LLC** (the "Company"), a limited liability company organized under the laws of the State of Florida.

RECITALS:

The Members desires to form the Company as a limited liability company under the laws of the State of Florida for the purposes set forth herein, and, accordingly, desires to enter into this Agreement to govern the business and affairs of the Company and to determine the rights and obligations of its Members.

AGREEMENT:

NOW, THEREFORE, the Members, intending to be legally bound, hereby agrees that the Agreement of the Company shall be as follows:

ARTICLE 1
DEFINITIONS

1.1. Capitalized Terms. The following terms shall have the meanings set forth below:

"Act" means the Florida Revised Limited Liability Company Act (Florida Stat. Sections 605.0101-605.1108).

"Affiliate" means any Person who directly or indirectly controls, is controlled by or is under common control with another Person.

"Articles of Organization" means the articles of organization of the Company filed with the Florida Secretary of State in accordance with the Act, as amended.

"Capital Account" means, as to any Member, the amount of such Member's Capital account computed in accordance with federal income tax accounting principles, as modified by Section 1.704-1(b)(2)(iv) of the Treasury Regulations.

"Capital Contribution" means an equity contribution to the Company computed in accordance with federal income tax accounting principles, as modified by Section 1.704-1(b)(2)(iv) of the Treasury Regulations.

"Code" means the Internal Revenue Code of 1986, as amended.

“Company Property” means all property owned, leased or acquired by the Company from time to time.

“Fiscal Year” means the 365 or 366 day period ending on December 31 of each year.

“Initial Capital Contribution” means, with respect to any Member, the amount of money and the value of property contributed to, and received by, the Company with respect to the Units held by such member as set forth on Exhibit “A”.

“Majority-in-Interest” means one (1) or more of the Members whose combined Units entitle her or them to cast an aggregate number of votes which exceed ninety-seven percent (97%) of the total votes which may be cast by all Members.

“Manager” mean the individual or individuals who will manage the Company as provided in Article 5 below.

“Members” means the person(s) listed on the books of the Company as Record Holders.

“Person” means any natural person, partnership, corporation, trust, association or other legally recognized entity.

“Record Holder” means each Person in whose name a Unit is registered on the books and records of the Company as of the close of business on a particular business day.

“Treasury Regulations” means the U.S. Department of Treasury regulations promulgated under the Code, as such Treasury Regulations may be amended (including corresponding provisions of succeeding regulations).

“Units” means the ownership interests of the Members in the Company.

1.2. Statement of Intent. The Company is intended to qualify and be classified as a partnership for federal income tax purposes. It is neither the purpose nor the intent of the parties hereto to create an association taxable as a corporation.

ARTICLE 2 ORGANIZATIONAL MATTERS

2.1. Formation. The Company shall be formed as a limited liability company pursuant to the provisions of the Act. The rights and obligations of the Member and the affairs of the Company shall be governed by the provisions of this Agreement, the Company’s Articles of Organization and the Act.

2.2. Name. The name of the Company shall be “**JEAN & WILLIAM SOMAN JBR, LLC.**”

2.3. Principal Office. The principal office of the Company in the State of Florida shall be located at 11191 SW 60th Avenue, Pinecrest, FL 33156. The Company may also maintain offices at such other places as the Manager deems advisable.

2.4. Term. The Company shall commence its existence upon the filing of the Articles of Organization with the Florida Department of State, Division of Corporations and shall continue indefinitely, unless the Company is dissolved at some earlier time in accordance with this Agreement or in accordance with the Act.

2.5. Company Property. All property owned by the Company, whether real or personal or tangible or intangible, shall be deemed to be owned by the Company as an entity, and no Member, individually, shall have any ownership of such property. The Company shall hold its assets in its own name. The interest of any Member in the Company will be personal property for all purposes.

2.6. Registered Agent. The initial registered agent of the Company is William D. Soman, P.A., 11191 SW 60th Avenue, Pinecrest, FL 33156.

2.7. Registered Office. The address of the initial registered office of the Company is 11191 SW 60th Avenue, Pinecrest, FL 33156.

2.8. Limitation of Liability. Anything herein to the contrary notwithstanding, except as otherwise expressly agreed to in writing, a Member shall not be personally liable for any debts, liabilities or obligations of the Company, whether to the Company, to any other admitted Members or to the creditors of the Company, beyond the Capital Account of the Member, together with the Member's share of the assets and undistributed profits of the Company.

ARTICLE 3 PURPOSE

Purpose of the Company. The Company is formed for the purpose of carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Act.

ARTICLE 4 CAPITAL CONTRIBUTIONS, ALLOCATIONS AND DISTRIBUTIONS

4.1. Capital Contributions. Each initial Member shall contribute to the capital of the Company such property, cash and/or services as set forth in Exhibit "A". No Member shall be required to make any additional capital contribution to the Company.

4.2. New Capital Contributions. The Company may from time to time accept new capital contributions from one or more Persons and admit such Persons as Member at such times, in such amounts and in such form and manner as may be determined by the Manager.

4.3. Allocations. It is the intent of the Members that the allocations of income, gain, expense and loss under this Agreement have substantial economic effect within the meaning of Section 704(b) of the Code, as interpreted by the Treasury Relations promulgated pursuant thereto.

4.4. Distributions. Distributions may be made at the sole discretion of the Manager.

4.5. No Withdrawal. Except as provided in the Act and except as specifically provided for herein, no Member shall have the right to withdraw or receive any return of such Member's Capital Contribution.

4.6. Units. A Member's undivided interest in the profits or losses of the Company shall be represented by units ("Units"). Each Unit shall be identical in all respects with every other Unit.

ARTICLE 5 MANAGEMENT

5.1. Establishment of Manager. The Manager shall be elected by a Majority-in-Interest at each organizational meeting of the Manager and Members of the Company.

5.2. Manager. The management of the business and affairs of the Company shall be conducted by the Manager. The Manager shall have full and exclusive authority to authorize or carry out any action for the Company, except for such actions as are required to be approved by the Members pursuant to the terms of this Agreement. Each Manager shall hold office until his or her successor is nominated, elected and duly qualified, unless such Manager sooner resigns. A Manager may consist of an independent person who need not be a Member of the Company. The Manager(s) cannot be removed by an individual Member under age thirty (30). Notwithstanding any other provision herein to the contrary, any single Manager, if there shall be more than one Manager then serving, shall have the authority to sign any document on behalf of or for the Company, without the necessity of having to obtain the signatures of all Managers. The initial Manager of the Company shall be Jean P. Soman and William D. Soman. In the event Jean P. Soman and William D. Soman resign or are unable to act as Manager for any reason without nominating and electing a new Manager, then Jill S. Reiter shall be the sole Manager. If Jill S. Reiter shall resign or be unable to act as Manager for any reason without nominating and electing a new Manager, then Northern Trust, N.A. shall be the sole Manager.

5.3. Rights and Duties of the Manager. The Manager shall be responsible for the management of the Company's business with all rights and powers generally conferred by law or necessary, advisable or consistent with the carrying on of the Company's business. Without limiting the generality of the foregoing, the Manager shall have the power to:

- (a) make decisions in the pursuit and development of new business opportunities for the Company and discontinue any business operations of the Company;
- (b) determine the capital needs of the Company and designate the methods pursuant to which such capital needs will be met;
- (c) appoint any committee that he or she deems appropriate and in the best interests of the Company;
- (d) appoint and determine the compensation and duties of officers, employees and agents of the Company; and

(e) approve the execution of any kind of agreement, including notes, deeds of trust, mortgages, security agreements and leases.

5.4. Bank Account. The signatories of the bank accounts of the Company shall be designated by the Manager.

5.5. Officers. The Manager shall be authorized to appoint such officers as may be deemed appropriate by the Manager. Each such officer shall have the powers, duties and authority as may be determined by the Manager at the time such officers are appointed. Each officer may be removed, with or without cause, at any time, by the Manager. Officers will be elected by a majority vote of the Manager at the organizational meeting of the Manager and Members of the Company.

5.6. Other Matters Concerning the Manager.

(a) The Manager shall be protected in relying, acting or refraining from acting on any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture or other paper or document believed by the Manager to be genuine and to have been signed or presented by the proper party or parties.

(b) The Manager may execute any of the powers granted or perform any of the duties imposed by this Agreement either directly or through agents, including without limitation any affiliate. The Manager may consult with legal counsel, accountants, appraisers, management consultants, investment bankers and any other professional advisors selected by the Manager. An opinion of any consultant or advisor on a matter which the Manager believe to be within such advisor's professional or expert competence shall serve as full and complete protection regarding any action by the Manager based on such opinion and taken in good faith.

5.7. Limitation on Liability of Manager. Unless required by the terms of another agreement, the Manager shall not be required to devote all of their time or business efforts to the affairs of the Company but shall devote the time and attention reasonably necessary and advisable to manage the affairs of the Company.

5.8. Meetings of the Manager.

(a) Meetings of the Manager shall be held at the principal place of business of the Company or at such other place as may be designated by the Manager. The majority vote of the Managers, if more than one shall then be serving, shall constitute the action of the Managers for all intents and purposes.

(b) Written notice of the time and place of meetings of the Manager shall be given to each Manager by either personal delivery, mail, facsimile or electronic mail, at least two (2) business days before such meeting.

(c) Notice of a meeting of the Manager need not be given to any Manager who signs a waiver of notice either before or after the meeting.

Attendance of a Manager at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting or the manner in which such meeting was called or convened, except when a Manager states at the beginning of the meeting any objection to the transaction of business because the meeting has not been legally called or convened.

(d) The business to be transacted at, and the purpose of, any meeting of the Manager shall be specified in the notice or waiver of notice of such meeting.

(e) A majority of the Managers shall constitute a quorum for any meeting of the Manager. A majority of the Managers present, whether or not a quorum exists, may adjourn any meeting of the Managers to another time and place. Notice of any such adjourned meeting shall be given to any who was not present at the time of the adjournment.

(f) Meetings of the Manager may be called by any Member.

(g) Appropriate minutes shall be prepared with respect to all meetings of the Manager. Such minutes shall be kept in an appropriate minute book.

(h) Any action required to be taken at a meeting of the Manager, or any action which may be taken at a meeting of the Manager or a committee thereof, may be taken without a meeting if a consent in writing, setting forth the action so to be taken, signed by the Manager, or all the member(s) of the committee, as the case may be, is filed in the minutes of the proceedings of the Manager or of the committee.

5.9. Indemnification.

(a) To the maximum extent permitted by law, the Company shall defend, indemnify and hold harmless the Members and their respective Affiliates and the Manager, officers, employees and agents of the Company (each, an "Indemnitee") from and against any and all losses, claims, demands, costs, damages, liabilities and expenses of any nature (including attorney's fees and disbursements), judgments, fines, settlements, penalties and other expenses actually and reasonably incurred by the Indemnitee by reason of the fact that the Indemnitee is or was a Member or Manager of the Company or is or was an employee or agent of the Company, and arising out of or incidental to the business of the Company provided (i) the Indemnitee's conduct did not constitute willful misconduct, (ii) the action is not based on breach of this Agreement, (iii) the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in, or not opposed to, the best interests of the Company and (iv) such Indemnitee's conduct was not unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, in and of itself, create a presumption that the Indemnitee acted in a manner contrary to that specified above.

(b) Expenses incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding subject to this Article 5, from time to time, may be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company upon an undertaking by or on behalf of the Indemnitee to repay such amounts if it shall ultimately be determined that such Person is not entitled to be indemnified as authorized in this Article 5.

(c) The indemnification provided by this Article 5 shall be in addition to any other rights to which the Indemnitee may be entitled under any agreement, as a matter of law or equity, or otherwise and shall inure to the benefit of the successors, assigns, heirs, personal representatives and administrators of the Indemnitee.

(d) The Company may purchase and maintain insurance, at the Company's expense, on behalf of any Indemnitee against any liability that may be asserted against or expense that may be incurred by an Indemnitee in connection with the activities of the Company regardless of whether the Company would have the power to indemnify such Indemnitee against such liability under the provisions of this Agreement.

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ARTICLE 6 BOOKS, RECORDS, ACCOUNTING AND REPORTS

6.1. Books and Records. Appropriate books and records with respect to the Company's business, including, without limitation, all books and records necessary to provide to the Members any information, lists and copies of documents required to be provided pursuant to the Act shall at all times be kept at the principal office of the Company or at such other places as may be designated by the Manager. Each Member shall have the right, during ordinary business hours, to inspect and copy any of such records at the requesting Member's expense.

6.2. Accounting. The books of the Company for regulatory and financial reporting purposes shall be maintained on either a cash or accrual basis of accounting, which shall be determined by the Manager. The Company books for purposes of maintaining and determining Capital Accounts shall be maintained in accordance with the provisions of this Agreement.

ARTICLE 7 TAX MATTERS

7.1. Tax Matters Member. William D. Soman Trustee shall be the "tax matters" Member within the meaning of Section 6231 of the Code.

7.2. Taxable Year. The Company's taxable and fiscal years shall be the calendar year.

7.3. Accounting Decisions. All decisions as to accounting matters, except as specifically provided to the contrary herein, shall be made by the Manager.

ARTICLE 8

DISPOSITIONS; DISSOLUTION AND WINDING UP

8.1 Applicability. This Article creates, among other things, a mechanism for the disposition under certain limited circumstances of all or part of a Member's Units by a Member. Any such disposition must strictly comply with the provisions of this Article 8. Any disposition which does not comply with the provisions of this Article 8 shall be deemed invalid ab initio, and the Company shall not have any obligation to recognize or give credit to such transaction. Any disposition of Units must, on each occasion, faithfully comply with the provisions of this Agreement.

8.2 Member Ceasing to be a Member. A Member shall cease to be a Member only upon the occurrence of one or more of the following events:

(a) A transfer, sale, disposition or conveyance to one or more family members of a Member (including one or more trusts for one or more family members of a Member) of all of the Member's Units, pursuant to the provisions of Article 8.3.

(b) A transfer, sale, disposition or conveyance to another Member or to the Company of all of the Member's Units, pursuant to the provisions of Article 8.4.

(c) A transfer, sale, disposition or conveyance to a person other than another Member of all of the Member's Units but only with the express written consent of the Company in accordance with the provisions of Article 8.5.

(d) Withdrawal of a Member from the Company but only with the express written consent of the Company in accordance with the provisions of Article 8.6.

8.3 Transfer, Sale, Disposition or Conveyance to a Family Member of a Member. In the event that a Member proposes to transfer, sell, dispose or convey (by gift or otherwise) some or all of his or her Units to his or her family members (including a trust for the benefit of one or more family members of the Member), the Member shall deliver written notice to the Company and to each other Member of the Company of his or her intent to transfer, sell, dispose of or convey (by gift or otherwise) some or all of his or her Units to his or her family members (the "Notice"). For purposes of this Article 8.3, a "family member" shall be limited to the siblings of a Member and the descendants of a Member. The Company may not object to such transfers, sales, dispositions or conveyances by a Member to his or her family members.

8.4 Transfer, Sale, Disposition or Conveyance to Another Member. In the event that a Member proposes to transfer, sell, dispose or convey some or all of his, her or its Units to another Member (the "Acquiring Member"), then the Member who wishes to transfer, sell, dispose or convey (the "Selling Member") shall give the Company a thirty (30) day right of first refusal to acquire the Units on the same terms and conditions as is being offered to the Acquiring Member (the "Offer"). The Selling Member shall deliver written notice to the Company and to each other Member of the Company of his or her intent to transfer, sell, dispose of or convey his or her Units

to the Acquiring Member, which notice shall contain the identity of the Acquiring Member and the terms and conditions of the proposed transfer, sale, disposition or conveyance (the "Notice"). The Company shall have thirty (30) days from the time of receipt of the Notice in which to acquire the Units from the Selling Member on the same terms and conditions as the Offer. In the event that the Company does not so acquire the Units being offered within such thirty (30) day period, the Selling Member shall be entitled to transfer, sell, dispose of or convey its Units to the Acquiring Member but only on the terms and conditions set forth in the Notice. The provisions of this Article 8.4 shall not apply with respect to transfers, sales, dispositions or conveyances to persons who are not already Members of the Company.

8.5 Transfer, Sale, Disposition or Conveyance to a Person Other Than a Member.

(a) A Member (the "Seller") may transfer one or more Units (the "Offered Interest") to any person other than a Member (subject to the provisions of subsection (b) of this Article 8.5) but only if the Seller first offered to sell the Offered Interest to the Company and the Company did not acquire the offered Units within the manner provided in Article 8.4.

(b) Any transfer, sale, disposition or conveyance (by gift or otherwise) of Units to a person other than a Member (the "Acquiring Party") shall be void, invalid and of no effect unless made with the express prior written consent of the Company, which consent the Company may withhold for any or no reason whatsoever. In the event that consent is granted, such consent shall be considered granted only within its limited scope and may contain any and all conditions which the Company, in its sole discretion, deem appropriate under the circumstances.

8.6 Withdrawal. No Member may withdraw or retire except with the express prior written consent of the Company, which consent the Company may withhold for any or no reason whatsoever. In the event that consent is granted, such consent shall be considered granted only within its limited scope and may contain any and all conditions which the Company, in its sole discretion, deems appropriate under the circumstances.

8.7 Events of Dissolution. Each of the following shall be an "Event of Dissolution" causing the Company to dissolve:

(a) The affirmative vote of the holders of a Majority-in-Interest to dissolve the Company; or

(b) The sale of all or substantially all of the assets of the Company and distribution of the proceeds to the Members.

8.8 Reconstitution. If the Company is dissolved pursuant to Article 8.7, then any remaining Members may reconstitute the business of the Company in a new Company on the same terms as this Agreement.

8.9 Winding Up. Unless the Company is reconstituted pursuant to Article 8.8, upon dissolution, the Manager shall wind up the affairs of the Company and shall liquidate its assets.

ARTICLE 9 MEETINGS OF MEMBERS

9.1. Annual Meeting of Members. Annual meetings of the Members are not required.

9.2. Special Meetings of Members. Special meetings of the Members may be held whenever and wherever called for by the Manager or by the written demand of a Member.

9.3. Place of Meetings. Meetings of the Members shall be held at the principal office or location of the Company or such other place as the Manager shall determine.

9.4. Notice of Meetings. Written notice stating the place, day and hour of the meeting of the Members and the purpose or purposes for which the meeting is called shall be delivered to each Member not less than ten nor more than fifty days before the date of the meeting, either personally, by facsimile, by mail or electronic mail, by or at the direction of the person calling the meeting, to each Member. Any party may waive notice of any meeting. The attendance of a party at any meeting shall constitute a waiver of notice of such meeting except where a party attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

9.5. Quorum. At any meeting of the Members, the presence in person or by proxy of the holders of Units representing a Majority-in-Interest shall constitute a quorum. In the absence of a quorum at any such meeting, Members entitled to cast a majority of the votes so represented may adjourn the meeting from time to time for a period not to exceed ten days without further notice. However, if the adjournment is for more than ten days, a notice of the adjourned meeting shall be given to each Member entitled to vote at the meeting.

9.6. Proxies. At meetings of the Members and any adjournments thereof, a Member may vote in person or by proxy executed in writing by the Member or by his or her duly authorized attorney-in-fact. Such proxy shall be filed with the Manager or the Chairman of the meeting before or at the time of the meeting. The burden of proving the validity of any undated, irrevocable or otherwise contested proxy will rest with the person seeking to exercise the same.

9.7. Action Without a Meeting. Any action required to be taken at any meeting of Members or any action which may be taken at any meeting of Members, may be taken without a meeting, without prior notice and without a vote if a consent in writing setting forth the action so taken shall be signed by the holders of Units having not less than the minimum number of votes that would be necessary to authorize or to take such action at a meeting at which all Units entitled to vote thereon were present and voted.

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ARTICLE 10 GENERAL PROVISIONS

10.1. Notices. Any notice, demand, request or report required or permitted to be given or made to the Members under this Agreement shall be in writing and shall be deemed given or made when delivered in person, by facsimile, by electronic mail or when sent by certified or registered mail to the Members as Members may hereafter provide to Company in writing. Any notice, payment or report to be given or sent to each of the Members hereunder shall be deemed conclusively to have been given or sent upon mailing of such notice, payment or report to the respective address shown on the records of the Company, regardless of any claim of any Person who may have an interest in the Unit by reason of an assignment or otherwise.

10.2. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assignees; provided, however, that no party may assign this Agreement or any rights hereunder, in whole or in part, without the consent of the other parties.

10.3. Integration. This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

10.4. Amendments. All amendments to this Agreement and to the Articles of Organization shall require the consent of a Majority-in-Interest.

10.5. Counterparts; Interpretation. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. New Members may sign this Agreement and be bound hereby by signing a separate signature page or pages to be attached hereto. All exhibits hereto shall be deemed a part of this Agreement. This Agreement shall not be altered or amended except by an instrument in writing signed by or on behalf of all of the parties hereto. No ambiguity in any provision hereof shall be construed against a party by reason of the fact it was drafted by such party or such party's counsel. For purposes of this Agreement: "herein", "hereby", "hereunder", "herewith", "hereafter" and "hereinafter" refer to this Agreement in its entirety and not to any particular article or paragraph. References to "including" means including without limiting the generality of any description preceding such term. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person other than the parties hereto any rights or remedies under or by reason of this Agreement.

10.6. Governing Law; Arbitration. The validity and effect of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to any conflict-of-law rule or principle that would give effect to the laws of another jurisdiction. Any dispute, controversy or question of interpretation arising under, out of in connection with or in relation to this Agreement or any amendments hereof, or any breach or default hereunder, shall be submitted to, and determined and settled by, arbitration in accordance

with the Commercial Arbitration Rules of the American Arbitration Association, except that nothing contained herein shall prohibit the enforcement of the covenants set forth in Section 8.4 in courts of competent jurisdiction. The place of arbitration shall be Miami, Florida and the language to be used in the arbitral proceedings shall be English. Any award rendered in such proceedings shall be final and binding on the parties thereto, and judgment may be entered thereon in any court having jurisdiction thereof. Each of the parties hereby irrevocably submits to the jurisdiction of any arbitration panel sitting in Miami, Florida. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any arbitration in Miami, Florida.

10.7. Successors and Assigns; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, legal representatives and successors; provided, however, that no party may assign this Agreement or any rights hereunder, in whole or in part, without the consent of the other parties.

10.8. Partial Invalidity and Severability. All rights and restrictions contained herein may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary to render this Agreement legal, valid and enforceable. If any terms of this Agreement not essential to the commercial purpose of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, then it is the intention of the parties that the remaining terms hereof shall constitute their agreement with respect to the subject matter hereof and all such remaining terms shall remain in full force and effect. To the extent legally permissible, any illegal, invalid or unenforceable provision of this Agreement shall be replaced by a valid provision which will implement the commercial purpose of the illegal, invalid or unenforceable provision.

10.9. Waiver. Any term or condition of this Agreement may be waived at any time by the party which is entitled to the benefit thereof, but only if such waiver is evidenced by a writing signed by such party. No failure on the part of a party hereto to exercise, and no delay in exercising, any right, power or remedy created hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy by any such party preclude any other future exercise thereof or the exercise of any other right, power or remedy. No waiver by any party hereto to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or assent to any succeeding breach of or default in the same or any other term or condition hereof.

10.10. Headings. The headings as to contents of particular paragraphs of this Agreement are inserted for convenience only and shall not be construed as a part of this Agreement or as a limitation on the scope of any terms or provisions of this Agreement.

10.11. Gender. Where the context requires, the use of the singular form herein shall include the plural, the use of the plural shall include the singular and the use of any gender shall include any and all genders.

10.12. Acceptance by Fax or Email. This Agreement shall be accepted, effective and binding, for all purposes, when the parties shall have signed and transmitted to each other, by facsimile, electronic mail or otherwise, copies of the signature pages hereto.

10.13. Number of Days. In computing the number of days for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the last day of any time period falls on a day which is not a Business Day, then the last day shall be deemed to be the next day which is a Business Day. As used herein, "Business Day" shall mean any day on which commercial banks are not authorized or required to close in the United States.

10.14. Further Representations. Each party to this Agreement acknowledges that it has been represented by its own legal counsel in connection with the transactions contemplated by this Agreement, with the opportunity to seek advice as to its legal rights from such counsel. Each party further represents that it is being independently advised as to the tax consequences of the transactions contemplated by this Agreement and is not relying upon any representation or statements made by the other party or parties as to such tax consequences.

10.15. Accounting Terms. Except as otherwise expressly provided herein, all accounting terms used in this Agreement (including without limitation "book value" of the Units and "net after-tax earnings" of the Company shall be interpreted, and all financial statements, certificates and reports as to financial matters required to be delivered hereunder shall be prepared, in accordance with United States generally accepted accounting principles ("GAAP") consistently applied.

10.16. NO JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH OF THEM MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ARISING OUT OF ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES' ACCEPTANCE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Agreement or caused this Agreement to be duly executed by their duly authorized officers as of the day and year first above written.

JOSEPH B. TRUST dated May 15, 2007

By: Jean P. Soman
Jean P. Soman, Co-Trustee

By: William D. Soman
William D. Soman, Co-Trustee

BY: Jean P. Soman
Jean P. Soman

BY: William D. Soman
William D. Soman

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EXHIBIT 'A'

<u>Member</u>	<u>Capital Contribution</u>	<u>Membership Interest</u>
JOSEPH B. REITER TRUST dated May 15, 2007	\$96.00	96%
JEAN P. SOMAN	\$2.00	2%
WILLIAM D. SOMAN	\$2.00	2%

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LAW OFFICES
WILLIAM D. SOMAN, P.A.

11191 S.W. 60TH AVENUE
PINECREST, FL 33156
TELEPHONE 786-268-1254
FACSIMILE 786-268-1256

August 16, 2018

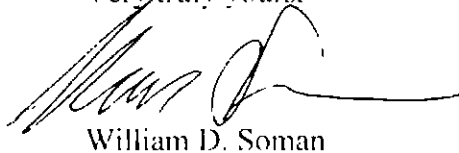
New Filing Section
Florida Department of State
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

Re: Operating Agreement for Jean & William Soman GER, LLC
" " " Jean & William Soman NMR, LLC
" " " Jean & William Soman JBR, LLC

Dear Sir or Madam:

You will find enclosed three (3) Operation Agreements as set forth above for filing and three (3) separate checks in the amount of \$125.00 for the Articles of Organization. Please forward the recorded documents along with a Letter of Acknowledgement for each one to my above address. If you need any further information, please let me know.

Very truly yours,



William D. Soman

WDS:hn
Sent via Federal Express

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18 AUG 17 AM 10:02
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