

118000208793

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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☐ WAIT

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(Business Entity Name)

(Document Number)

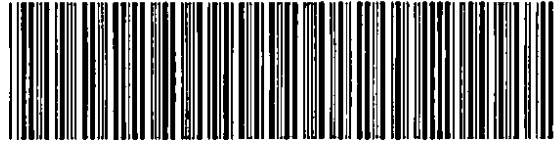
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DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

2020 FEB 24 PM 3:02

FILED

FEB 24 2020

S. YOUNG



FLORIDA DEPARTMENT OF STATE
Division of Corporations

February 20, 2020

ANDREW MARKLEY SR
COUNTERCULTURE CHESSE & BAKEHOUSE
1439 E GARY RD
LAKELAND, FL 33801

SUBJECT: DARAND INNOVATIONS, LLC
Ref. Number: L18000208793

We have received your document for DARAND INNOVATIONS, LLC and your check(s) totaling \$43.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The form you submitted is for a CORPORATION, but your entity is a LLC. Please complete and return the enclosed blank form(s).

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Shelia H Young
Regulatory Specialist II

Letter Number: 120A00003839

COVER LETTER

TO: Registration Section
Division of Corporations

Darand Innovations LLC amendment and name change to Counterculture Lakeland LLC

SUBJECT: _____
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:

Andrew W. Markley Sr.

Name of Person

Counterculture Lakeland LLC

Firm/Company

1439 E. Gary Rd

Address

Lakeland, FL 33801

City/State and Zip Code

info@counterculturelakeland.com

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

For further information concerning this matter, please call:

Darla Markley

608 302-2245

at (_____) _____

Name of Person

Area Code

Daytime Telephone Number

Enclosed is a check for the following amount:

- | | | | |
|--|--|--|--|
| <input checked="" type="checkbox"/> \$25.00 Filing Fee | <input type="checkbox"/> \$30.00 Filing Fee &
Certificate of Status | <input type="checkbox"/> \$55.00 Filing Fee &
Certified Copy
(additional copy is enclosed) | <input type="checkbox"/> \$60.00 Filing Fee,
Certificate of Status &
Certified Copy
(additional copy is enclosed) |
|--|--|--|--|

Mailing Address:

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

Street Address:

Registration Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF

Darand Innovations 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 August 31, 2018
Florida document number 118000208793

FILED
2020 FEB 24 PM 3:02
DEPARTMENT OF STATE
DIVISION OF CORPORATE
REGISTRATION
TALLAHASSEE, FLORIDA

This amendment is submitted to amend the following:

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

Counterculture Lakeland 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)

1439 E. Gary Rd

Lakeland, FL 33801

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

same as above

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:

Andrew W. Markley Sr.

New Registered Office Address:

1439 E. Gary Rd

Enter Florida street address

Lakeland

Florida 33801

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>
CEO/Pre	Deborah Snyderman Rossick	7743 Canterbury Circle	<input checked="" type="checkbox"/> Add
		Lakeland, FL 33810	<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
Vice Pres	Kyle Polvere	702 N Morgan Ave	<input checked="" type="checkbox"/> Add
		Lakeland, FL 33801	<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
CFO	Darla Markley	1500 8th St SE	<input type="checkbox"/> Add
		Winter Haven, FL 33880	<input type="checkbox"/> Remove
			<input checked="" type="checkbox"/> Change
SEC	Daniel Shaw	612 Glenarden Rd	<input checked="" type="checkbox"/> Add
		Winter Park, FL 32792	<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
CTO	Andrew W. Markley Sr.	1500 8th St SE	<input type="checkbox"/> Add
		Winter Haven, FL 33880	<input type="checkbox"/> Remove
			<input checked="" type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change

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

see operating agreement

Business Purpose has expanded from consulting and software to also include retail sales of food and food related p

E. Effective date, if other than the date of filing: January 13, 2020 (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

~~02-24-2020~~ 2/13 2020

Darla R. Markley - member

Signature of a member or authorized representative of a member

Darla R. Markley
Typed or printed name of signer

OPERATING AGREEMENT OF COUNTERCULTURE LAKELAND LLC, a Florida Multi-Member LLC (Company Member-Managed)

1. Preliminary Provisions

a. Effective Date:

The operating agreement of Counterculture Lakeland LLC, effective as of the date signed below, is adopted by the principal members (members) of **No Guilt Baking Company LLC**, a Florida corporation with its principal place of business at 1500 8th St. SE, Winter Haven, FL 33880; **The Salty Cow LLC**, a Florida corporation with its principal place of business at 612 Glenarden Rd. Winter Park, FL 32792; and **Baked.Lakeland LLC**, a Florida corporation with its principal place of business at 7743 Canterbury Circle Lakeland, FL 33810, whose signatures appear at the end of this agreement.

b. Formation:

This limited liability company (LLC) was amended by filing Articles of Amendment with the Florida Department of State Division of Corporations. The legal existence of this LLC commenced on the date of such filing. A copy of this organizational document will be placed in the LLC's records book.

c. Name:

The formal name of this LLC shall henceforth be Counterculture Lakeland LLC. However, this LLC may do business under a different name by complying with Florida's fictitious or assumed business name statutes and procedures.

d. Registered Office and Registered Agent:

The LLC may change its registered office and/or agent from time to time by filing a change of registered agent or office statement with the Florida Secretary of State or other LLC filing office.

e. Business Purpose:

The specific business purposes and activities of this LLC at the time of signing this agreement amendment consist of the following: Retail sales of food products and food related gift items.

It is understood that the foregoing statement of powers 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 such out-of-state activities.

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f. **Duration of LLC:**

The duration of this LLC shall be perpetual. However, this LLC shall terminate when a proposal to dissolve the LLC is adopted by this LLC or when this LLC is otherwise terminated in accordance with law.

2. **Management Provisions**

a. **Nonliability of Members:**

No member of this LLC shall be personally liable for the expenses, debts, obligations, or liability of the LLC or for claims made against it.

b. **Reimbursement of Expenses:**

Members are entitled to reimbursement by the LLC for reasonable expenses incurred on behalf of the LLC, including expenses incurred in the formation, amendments, dissolution, and liquidation of the LLC.

c. **Compensation:**

A member shall not be paid for performing any duties associated with membership, including management of the LLC. Member may be paid however, for services rendered in any other capacity for the LLC, whether as an officer, employee, independent contractor, or otherwise, as approved by the LLC.

d. **Membership Certificates:**

This LLC shall be authorized to obtain and issue certificates representing or certifying membership interests in this LLC. Each certificate shall show the name of the LLC and the name of the member and shall state that the person named is a member of the LLC. The certificate shall entitle the member to all the rights granted member of the LLC under the articles of organization, certificate of organization, or certificate of formation; this operating agreement; and provisions of law.

Each membership certificate shall be consecutively numbered and shall include any additional information considered appropriate for inclusion on membership certificates. In addition to the above information, all membership certificates shall bear a prominent legend on their face or reverse side stating that there are transfer restrictions that apply to membership in this LLC under this operating agreement and shall give instructions of obtaining a copy of these restrictions upon request from this LLC.

The records book of this LLC shall contain a list of the names and addresses of all persons to whom certificates have been issued, show the date of issuance of each certificate, and record the date of all cancellations or transfers of membership certificates by members of the LLC.

e. Other Business by Members:

Member shall agree not to own an interest in, manage, or work for another business, enterprise, or endeavor, if such ownership or activities would compete with this LLC's business goals, mission, profitability, or productivity, or would diminish or impair the member's ability to provide maximum effort and performance in accomplishing the business objectives and, if applicable, managing the business of this LLC.

f. Members' Capital Interests:

A member's capital interest in this LLC shall be computed as a fraction, the numerator of which is the total of all member's capital account and the denominator of which is the total of all capital accounts of all members.

g. Membership Voting:

Except as otherwise may be required by the articles of organization, certificate of organization, or certificate of formation; other provisions of this operating agreement; 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 capital interest in this LLC.

Further, unless otherwise state in another provision of this agreement, the phrase "majority of members" means a majority of members whose combined capital interests in this LLC represent more than 50% of the capital interests of all members in this LLC, and a majority of members, so defined, may approve any item of business brought before the membership for a vote unless a different vote is required under this operating agreement or under state law.

h. Members' Meetings:

Any member may call a meeting by communicating his or her wish to schedule a meeting to all other members. Such notification may be in person or in writing, or by telephone, facsimile, or other form of electronic communications reasonably expected to be received by a member, and the other members shall then agree, either personally, in writing, or by telephone, facsimile, or other form of electronic communication to the member calling the meeting, to meet at a mutually acceptable time and place.

Notice of business to be transacted at the meeting need not be given to members by the member calling the meeting, and any business may be discussed and conducted at the meeting.

If all members cannot attend a meeting, it shall be postponed to a date and time when all member can attend, unless all members who do not attend have agreed in writing to the holding of the meeting without them. If a meeting is postponed, and the postponed meeting cannot be held either because all members do not attend

the postponed meeting or the nonattending members have not signed a written consent to allow the postponed meeting to be held without them, a second postponed meeting may be held at a date and time announced at the first postponed meeting.

The second postponed meeting may be held without the attendance of all members as long as a majority of the capital interests of the membership of this LLC is in attendance at the second postponed meeting. Written notice of decisions or approvals made at this second postponed meeting shall be mailed, emailed, or delivered to each nonattending member promptly after the holding of the second postponed meeting.

Written minutes of the discussions and proposals presented at a members' meeting, and the votes taken, and matters approved at such meeting, shall be taken by one of the members or a person designated at the meeting. A copy of the minutes of the meeting shall be placed in the LLC's records book after the meeting.

i. Admission of New Members:

Except as otherwise provided in this agreement, a person or entity shall not be admitted into membership in this LLC unless each member consents in writing to the admission of the new member. The admission of new members into this LLC who have transferred or wish to be transferred, a membership interest in this LLC by an existing member of this LLC, is covered by separate provision in this operating agreement.

3. Tax and Financial Provision

a. Tax Classification of LLC:

This LLC shall be initially classified as a partnership for federal and, if applicable, state income tax purposes. It is understood that the LLC may change its tax treatment with the consent of all members signing, or authorizing the signing of, IRS form 8832, *Entity Classification Election*, and filing it with the IRS and, if applicable, the state tax department within the prescribed time limits.

b. Tax Year and Accounting Method:

The tax year of this LLC shall end on the last day of the month of December. The LLC shall use the cash method of accounting. Both the tax year and the accounting period of the LLC may be changed with the consent of all members if the LLC qualifies for such change and may be affected by the filing of appropriate forms with the IRS and state tax offices.

c. Title to Assets:

All personal and real property purchased jointly for this LLC, shall be held in the name of the LLC, not in the name of any individual member. Equipment purchased by the individual members or companies for use by this LLC shall remain the exclusive property of the individual members or companies.

d. Bank Accounts:

The LLC shall designate one or more banks or other institutions for the deposit of the funds of the LLC, and shall establish savings, checking, investment, and other such accounts as are reasonable and necessary for its business and investments. One or more members of the LLC shall be designated with the consent of all members to deposit and withdraw funds of the LLC, and to direct the investment of funds from, into, and among such accounts.

The funds of the LLC, however and wherever deposited or invested, shall not be commingled with the personal funds of any member or company of the LLC.

e. Tax Matters Partner:

The Treasurer/CFO shall be designated as the LLC's "tax matters partner" if required under the Internal Revenue Service Code provisions or regulations, in accordance with Internal Revenue Code Section 6231(a)(7) and corresponding regulations, who will fulfill this role by being the spokesperson for the LLC dealings with the IRS and performing such other duties as required under the Internal Revenue Code and Regulations.

f. Annual Income Tax Returns and Reports:

Within 60 days after the end of each tax year of the LLC, a copy of the LLC's state and federal income tax returns for the preceding tax year shall be mailed or otherwise provided to each member of the LLC, together with any additional information and forms necessary for each member and/or company to complete state and federal income tax returns.

This additional information shall include a federal (and, if applicable, state) Form K-1 (Form 1065, *Partner's Share of Income, Credits, Deductions*) or equivalent income tax reporting form, as well as a financial report, which shall include a balance sheet and profit and loss statement for the prior tax year of the LLC.

4. Capital Provisions

a. Capital Contributions:

Members and/or companies shall make the following contributions of cash, property, or services to the LLC, on or by specified dates, as shown next to the company name listed below. The fair market values of items of property or services as agreed between the LLC and contributing members/companies are also shown:

No Guilt Baking Company LLC

Description of member contribution:

Lease payment on 1437 & 1439 E. Gary Rd., Lakeland \$1060.00

Security deposit for utilities at 1437 & 1439 E. Gary Rd., Lakeland \$118.50

Commercial Exhaust Hood System: one-third of total cost

LLC Amendment Filing: one-third of actual cost
Deadline January 31, 2020

Baked Lakeland LLC

Description of member contribution:

Lease payment on 1437 & 1439 E. Gary Rd., Lakeland \$1060.00

Security deposit for utilities at 1437 & 1439 E. Gary Rd., Lakeland \$118.50

Commercial Exhaust Hood System: one-third of total cost

LLC Amendment Filing: one-third of actual cost

Deadline January 31, 2020

The Salty Cow LLC

Description of member contribution:

Lease payment on 1437 & 1439 E. Gary Rd., Lakeland \$1060.00

Security deposit for utilities at 1437 & 1439 E. Gary Rd., Lakeland \$118.50

Commercial Exhaust Hood System: one-third of total cost

LLC Amendment Filing: one-third of actual cost

Deadline January 31, 2020

All members/companies will be responsible to deposit into this LLC bank account any shortfall of monies for upkeep and running of this LLC equally; each contribution shall be equal to one third of total costs.

b. No Interest on Capital Contributions:

No interest shall be paid on funds or property contributed as capital to this LLC, or on funds reflected in the capital accounts of the member companies.

c. Capital Account Bookkeeping:

A capital account shall be set up and maintained on the books of the LLC for each company. It shall reflect each companies contribution to the LLC, increased by any additional contributions by the company and by the companies' share of profits in this LLC, decreased by any distributions to the company and by the companies' share of losses and expenses of the LLC, and adjusted as required in accordance with applicable provisions of the Internal Revenue Code and corresponding income tax regulations.

d. Additional Contributions:

The members may agree, from time to time, by unanimous vote, to require the payment of additional capital contributions by members, on or by a mutually agreed upon date.

e. Failure to Make Contributions:

If a member company fails to make a required capital contribution within the time agreed for a member's contribution, the remaining members may by unanimous vote, agree to reschedule the time for payment for the late-paying member, setting any additional repayment terms, such as late payment penalty, rate of interest to

be applied to the unpaid balance, or other monetary amount to be paid by the delinquent member, as the remaining members decide

Alternatively, the remaining members may, by unanimous vote, agree to cancel the membership of habitually delinquent members, provided any prior partial payments made to outstanding contribution is refunded to the habitually delinquent member promptly by this LLC, after the unanimous vote to terminate the membership.

f. Consent to Capital Contribution Withdrawals and Distributions:

Members shall not be allowed to withdraw any part of their capital contributions or to receive distributions, whether in property or cash, except as otherwise allowed by this agreement and, in any case, only if such withdrawal is made with the consent of all members

g. Allocation of Profits and Losses:

Except as otherwise provided in the articles of organization, certificate of organization, or certificate of formation or other provisions of this operating agreement, no member shall be given priority or preference with respect to other members in obtaining a return of capital contributions, distributions, or allocations of the income, gains, losses, deductions, credits, or other items of the LLC, and all items of its income, gain, loss, deduction, and credit shall be allocated to members from this LLC's bank account to each individual company in proportion to the sales of each of the companies' individual products after all expenses for this LLC for a calendar month, have been covered. This shall include rents, maintenance, utilities, and payroll for any employees of this LLC.

h. Allocation and Distribution of Cash:

Cash from LLC business operations, as well as from a sale or disposition of LLC capital assets, may be allocated and distributed from time to time to members in accordance with each member's capital interest in the LLC, as may be decided by unanimous vote of the members.

i. Distributive Share.

The costs and operating expenses of the LLC shall be shared equally by the members and shall be placed in the LLC bank account. Net profits from items being sold by Counterculture as a Counterculture product shall be equally shared by all members equally. Net profits from sales of items that are exclusive property of No Guilt Baking Company LLC, The Salty Cow LLC, or Baked Lakeland LLC shall be distributed to those LLC's and not distributed equally amongst the members, regardless of Capital Contribution. Distribution dates of net profits shall be determined once dates of required expenses have been established. Account records shall be kept at the principal business address of this LLC and shall be available to all members.

MINUTES

CERTIFICATES

MEMBERSHIP
LEDGER

MISCELLANEOUS
FORMS/PERMITS

j. Allocation of Noncash Distributions:

If proceeds consist of property other than cash, the members shall decide the value of the property and allocate such value among the members in accordance with each member's capital interest in this LLC. If such noncash proceeds are later reduced to cash, such cash may be distributed among the members according to allocation and distribution of cash provisions of this agreement.

k. Allocation and Distribution of Liquidation Proceeds:

Regardless of any other provision in this agreement, if there is a distribution in liquidation of this LLC, or when a member's interest is liquidated, all items of income and loss shall be allocated to the member's capital account and all credits and deductions shall then be made to the capital account before any final distribution is made. A final distribution shall be made to members only to the extent of, and in proportion to, any positive balance in the member's capital account.

5. Membership Withdrawal and Transfer Provisions

- a. Withdrawal of Members:** A member may withdraw from this LLC by giving written notice to all other members at least 60 days before the date the withdrawal is to be effective. In the event of such withdrawal, the LLC shall pay the departing member the fair value of his or her LLC interest, less any amounts owed by the member to the LLC.

The departing and remaining members shall agree at the time of departure on the fair value of the departing member's interest and the schedule of payments to be made by the LLC to the departing member, who shall receive payment for his or her interest within a reasonable time after departure from the LLC.

If the departing and remaining member cannot agree on the value of the departing member's interest, they shall select an appraiser, who shall determine the current value of the departing member's interest. This appraised amount shall be fair value of the departing member's interest and shall form the basis of the amount to be paid to the departing member.

b. Restrictions on the Transfer of Membership:

Notwithstanding any other provision of this agreement, a member shall not transfer his or her membership in the LLC unless all of the non-transferring LLC members first agree in writing to approve the admission of the transferee into this LLC. Further, no member may encumber a part or all of his or her membership in the LLC by mortgage, pledge, granting of a security interest, lien, or otherwise, unless the encumbrance has first been approved in writing by all other members of the LLC.

Notwithstanding the above provision, any member shall be allowed to assign an economic interest in his or her membership to another person without the approval of the other members. Any assignment of economic interest shall not include a transfer of the member's voting or management rights in this LLC, and the assignee shall not become a member of the LLC.

6. Dissolution Provisions

a. Events that Trigger Dissolution of the LLC: The following events shall trigger a dissolution of the LLC.

i. Written Agreement or Consent to Dissolve: The written agreement or consent of all members to dissolve the LLC shall cause a dissolution of this LLC.

ii. Entry of Decree: The entry of a decree of dissolution of the LLC under state law shall cause a dissolution of this LLC.

iii. If the LLC is to dissolve according to any of the above provisions, the members and, if applicable managers, shall wind up affairs of the LLC, and take other actions appropriate to complete a dissolution of the LLC in accordance with applicable provisions of state law.

b. Dissociation of a Member:

The dissociation of a member, which means the death, incapacity, bankruptcy, retirement, resignation, or expulsion of a member, or any other event that terminates the continued membership of a member, shall not cause a dissolution of this LLC. This LLC shall continue its existence and business following such dissociation of a member.

7. General Provisions

a. Officers: The LLC may designate one or more officers, such as a President, Vice President, Secretary, and Treasurer. Persons who fill these positions need not be members of the LLC. Such positions may be compensated or non-compensated, according to the nature and extent of the services rendered for the LLC as part of the duties of each office.

Ministerial services only as a part of any officer position will normally not be compensated, such as the performance of officer duties specified in this agreement, but any officer may be reimbursed by the LLC for out-of-pocket expenses paid by the officer in carrying out the duties of his or her office.

b. Records:

The LLC shall keep at its principal business address a copy of all proceedings of membership meeting and resolutions, as well as books of account of the LLC's financial transactions. A list of the names and addresses of the current membership of the LLC also shall be maintained at this address, with notations on any transfers of members' interests to nonmembers or persons being admitted into membership in the LLC. Copies of the LLC's articles of organization; certificate of organization; a signed copy of this operating agreement; and the LLC's tax returns for the proceeding three tax years shall be kept at the principal business address of the LLC. A statement also shall be kept at this address containing any of the following information that is applicable to this LLC:

- i. the amount of cash or a description and value of property contributed or agreed to be contributed as capital to the LLC by each member
- ii. a schedule showing when any additional capital contributions are to be made to this LLC by a member
- iii. a statement or schedule, if appropriate, showing the rights of members to receive contributions representing a return of part or all of members' capital contributions, and
- iv. a description of events, or the date, when the legal existence of the LLC will terminate under provisions in the LLC's articles of organization, certificate of organization, or certificate of formation; or this operating agreement.

If one or more of the above items is included or listed in this operating agreement, it will be sufficient to keep a copy of this agreement at the principal business address of the LLC without having to prepare and keep a separate record of such item or items at this address.

Any member may inspect any and all records maintained by the LLC upon reasonable notice to the LLC. Copying of the LLC's records by members is allowed but copying costs shall be paid for by the requesting member.

c. All Necessary Acts:

The members, officers, and managers, if any, of this LLC are authorized to perform all acts necessary to perfect the organization of this LLC and to carry out its business operations expeditiously and efficiently as authorized by this agreement and by law.

The secretary of the LLC, or other officers, or its members, may certify to other businesses, financial institutions, and individuals as to the authority of one or

more members, officers, or managers, if any, of this LLC to transact specific items of business on behalf of the LLC.

d. Severability:

If any provision of this agreement is determined by a court or arbitrator to be invalid, unenforceable, or otherwise ineffective, that provision shall be severed from the rest of this agreement, and the remaining provisions shall remain in effect and enforceable.

e. Mediation and Arbitration of Disputes Among Members:

In any dispute over the provisions of this operating agreement and in other disputes among the members, if the members cannot resolve the dispute to their mutual satisfaction, the matter shall be submitted to mediation.

The terms of the mediation shall be arranged by the parties to the dispute. If good-faith mediation of the disputes proves impossible or if any agreed-upon mediation outcome cannot be obtained by the members who are parties to the dispute, the dispute may be submitted to arbitration in accordance with the rules of the American Arbitration Association.

Any party may commence arbitration of the dispute by sending a written request for arbitration to all other parties to the dispute. The request shall state the nature of the dispute to be resolved by arbitration, and, if all parties to the dispute agree to arbitration, arbitration shall be commenced as soon as practical after such parties receive written request.

All parties shall initially share the cost of arbitration, but the prevailing party or parties may be awarded attorney's fees, costs, and other expenses of arbitration. All arbitration decisions shall be final, binding, and conclusive on all the parties to the arbitration, and legal judgement may be entered based upon such decision in accordance with applicable law in any court having jurisdiction to do so.

f. Entire Agreement:

This operating agreement represents the entire agreement among the members of this LLC, and it shall not be amended, modified, or replaced except by a written instrument executed by all the parties to this agreement who are current members of this LLC as well as any and all additional parties who became members of this LLC after the adoption of this agreement. This agreement replaces and supersedes all prior written and oral agreements among any and all members of this LLC.


8. Signatures

- a. **Execution of Agreement:** In witness whereof, the members of this LLC sign and adopt this agreement as the Operating Agreement of this LLC and agree to abide by its terms:

Date: 1-13-2020

Signature:  member No Guilt Baking Company LLC
Name of Member: No Guilt Baking Company LLC/Darla R. Markley-member

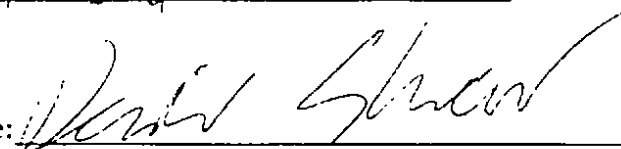
Date: 1-13-2020

Signature:  NO GUILT BAKING Co LLC
Name of Member: No Guilt Baking Company LLC/Andrew W. Markley Sr.-member


Date: 1/15/2020

Signature: 
Name of Member: Baked Lakeland LLC/Deborah Snyderman Rossick-member

Date: 1/14/2020

Signature:  The Salty Cow LLC
Name of Member: The Salty Cow LLC/Daniel Shaw-member

Date: 1/14/20

Signature: 
Name of Member: The Salty Cow LLC/Kyle Poliver-member