L18000 255426

(Re	equestor's Name)	
(Ad	idress)	
(Ac	ddress)	
(Cí	ty/State/Zip/Phone	e #)
PICK-UP	☐ WAIT	MAIL
(Bı	usiness Entity Nan	ne)
(Do	ocument Number)	
Certified Copies	Certificates	s of Status
Special Instructions to	Filing Officer:	

Office Use Only

N. SAMS NOV 02 2018



900319826499

10/23/18--01033--004 **125.00

10 CT 23 F112:00

COVER LETTER

	lew Filing Section Division of Corporations				
SUBJECT	Gizmoing, LLC				
SODJECI		f Limited Liabi	lity Company	•	
The enclos	sed Articles of Organization and fee(s) are submitte	d for filing.		
	um all correspondence concerning thi		·		
	Scott Stewart		5		
	Scott Stewart				~ `
		Name o	f Person		2010
					1 - AON 8107
		Firm/C	ompany		1
	8250 Northwest 10th St. Apt #2				PH 2: 43
		Add	ress	<u></u>	5:
	Miami, FL 33126			-X413	చ
	natasha4717@gmail.com	City/State ar	nd Zip Code		
-	E-mail address: (to be u	ised for future	annual report notification)		
For further i	nformation concerning this matter, pl	ease call:			
	Scott Stewart	786 (379-8643		
	Name of Person		Daytime Telephone Number		
Enclosed is	a check for the following amount:				
	ling Fee \$130.00 Filing Fee &	LCertifi	90 Filing Fee & \$160.00 Filed Copy Certificate al copy is enclosed) Certified C (additional co	of Status & opy	ed)
	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 Tallabassee, FL 32301		

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

Gizmoing, LLC		
(Must co	ntain the words "Limited Liab	oility Company, "L.L.C.," or "LLC.")
RTICLE II - Address:		
e mailing address and street	address of the principal office	e of the Limited Liability Company is:
Princi	pal Office Address:	Mailing Address:
8250 Northwest 10	th St. Apt #2	8250 Northwest 10th St. Apt #2
Miami, FL 33126		Miami, FL 33126
RTICLE III - Registered A he Limited Liability Compar	gent, Registered Office, & R	legistered Ageria's Signature: gistered Agent. You must designate an individual or
The Limited Liability Compar	ny cannot serve as its own Reg	legistered Ageria's Signature: gistered Agent. You must designate an individual or
The Limited Liability Compar nother business entity with an	ny cannot serve as its own Reg n active Florida registration.)	gistered Agent. You must designate an individual or
The Limited Liability Compar nother business entity with an	ny cannor serve as its own Reg a active Florida registration.) t address of the registered age	gistered Agent. You must designate an individual or
The Limited Liability Compar nother business entity with an	ny cannot serve as its own Reg a active Florida registration.) t address of the registered age Scott Stewart	gistered Agent. You must designate an individual or ent are:
The Limited Liability Compar nother business entity with ar	ny cannot serve as its own Reg n active Florida registration.) t address of the registered age Scott Stewart	gistered Agent. You must designate an individual or ent are:
The Limited Liability Compar nother business entity with an	ny cannot serve as its own Registration.) t address of the registered age Scott Stewart Na 8250 Northwest 10th St.	gistered Agent. You must designate an individual or ent are: sine Apt #2
The Limited Liability Compar nother business entity with an	ny cannot serve as its own Registration.) t address of the registered age Scott Stewart Na 8250 Northwest 10th St.	gistered Agent. You must designate an individual or ent are:
The Limited Liability Compar nother business entity with ar	ny cannot serve as its own Registration.) t address of the registered age Scott Stewart Na 8250 Northwest 10th St.	gistered Agent. You must designate an individual or ent are: sine Apt #2

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 505, F.S..

Registered Agent's Signature (REQUIRED)

(CONTINUED)

ARTICLE IV-

"AMBR" = Authorized Member	Name and Address:
"MGR" = Manager	
MGR — Manager	Scott Stewart
MOR	8250 Northwest 10th St. Apt #2
	Miami, FL 33126
	virain, F.J. 35120
	 _
	O
(Use attachment if necessary)	
CLE V: Effective date, if other than effective date is listed, the date mutte of filing.)	the date of filing: upon filing (OPTIONAL) st be specific and cannot be more than five business days prior to or 90 days are es not meet the applicable stautory filing requirements, this date will not be list
CLE V: Effective date, if other than effective date is listed, the date muste of filing.) If the date inserted in this block document's effective date on the Department Other provisions, if any.	the date of filing: upon filing (OPTIONAL) st be specific and cannot be more than five business days prior to or 90 days are es not meet the applicable stautory filing requirements, this date will not be list
CLE V: Effective date, if other than effective date is listed, the date muste of filing.) If the date inserted in this block document's effective date on the Department of t	the date of filing: upon filing (OPTIONAL) st be specific and cannot be more than five business days prior to or 90 days are es not meet the applicable statutory filing requirements, this date will not be list artment of State's records.
CLE V: Effective date, if other than effective date is listed, the date muste of filing.) If the date inserted in this block document's effective date on the Department's country of the provisions, if any. REQUIRED SIGNATURE:	the date of filing: upon filing (OPTIONAL) st be specific and cannot be more than five business days prior to or 90 days are not meet the applicable statutory filing requirements, this date will not be list attend of State's records.
CLE V: Effective date, if other than effective date is listed, the date muste of filing.) If the date inserted in this block document's effective date on the Department's effective date on the Department's effective date on the Department in Jam atware that a	the date of filing: upon filing (OPTIONAL) st be specific and cannot be more than five business days prior to or 90 days are es not meet the applicable statutory filing requirements, this date will not be list artment of State's records.

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)

OPERATING AGREEMENT OF GIZMOING, LLC

SECTION 5.09	Tenure	17
ARTICLE VI.	: RECORDS AND ACCOUNTING	17
SECTION 6.01 SECTION 6.02 SECTION 6.03 SECTION 6.04	MAINTENANCE OF RECORDS. FINANCIAL ACCOUNTING. REPORTS. TAX COMPLIANCE.	18
ARTICLE VII.	: DISSOLUTION	19
SECTION 7.01 SECTION 7.02	EVENTS OF DISSOLUTION. EFFECT OF DISSOLUTION.	
ARTICLE VIII.	: GENERAL PROVISIONS	20
SECTION 8.01 SECTION 8.02 SECTION 8.03	AMENDMENTS. POWER OF ATTORNEY. NOMINEE.	21
SECTION 8.04 SECTION 8.05	Investment Representation	21
SECTION 8.06 SECTION 8.07	NOTICES. RESOLUTION OF INCONSISTENCIES.	22
SECTION 8.08 SECTION 8.09	PROVISIONS APPLICABLE TO TRANSFEREES. ADDITIONAL INSTRUMENTS.	22
SECTION 8.10	COMPUTATION OF TIME	22
SECTION 8.11 SECTION 8.12	ENTIRE AGREEMENT. WAIVER.	23
SECTION 8.13 SECTION 8.14	FORMALITIESGENERAL CONSTRUCTION PRINCIPLES	23
SECTION 8.15 SECTION 8.16	Binding Effect. Governing Law.	
SECTION 8.17	Counterparts	

incident to the usual conduct of the Company's business; and (3) amounts reserved to meet the reasonable current and anticipated needs of the Company's business.

- (f) "Bankruptcy," with respect to a Member, means (1) the Member's general assignment for the benefit of creditors. (2) the filing of a petition or answer seeking for the Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution, protection or similar relief in any state or federal bankruptcy, insolvency, reorganization or receivership proceeding or (3) the filing of an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any state or federal bankruptcy, insolvency, reorganization or receivership proceeding.
- (g) "Capital Account" of a Member means the capital account maintained for the Member in accordance with Section 4.05.
 - (h) "Code" means the Internal Revenue Code of 1986, as amended.
- (i) "Company" means Gizmoing, LLC and any successor limited liability company.
- (j) "Contribution" means anything of value that a Member contributes to the Company as a prerequisite for or in connection with membership, including any combination of cash, property, services rendered, a promissory note or any other obligation to contribute cash or property or render services.
- (k) "Principal Office" means the Company's office in FL where the Company's records are required to be maintained.
- (l) "Dissolution," with respect to an Entity, means (1) the filing of articles of dissolution on the Entity's behalf, (2) the Entity's administrative dissolution, unless the Entity is reinstated within the time period prescribed by applicable law or (3) any other event that initiates the Entity's winding up under applicable law.
- (m) "Dissociation" means a complete termination of a Member's membership in the Company in consequence of an event described herein.
- (n) "Distribution" means the Company's direct or indirect transfer of money or other property with respect to a Membership Interest, other than (1) issuance of a Membership Interest. (2) issuance of evidence of indebtedness. (3) reasonable compensation for past or present services or (4) reasonable payments made in the ordinary course of business pursuant to a bona fide retirement plan or other benefits program.
- (o) "Division" means the Division of Corporations and Commercial Code of the FL Department of Commerce.

- (z) "Regulations" means proposed, temporary or final regulations promulgated under the Code by the Department of the Treasury, as amended.
- (aa) "Sharing Ratio." with respect to a Member, means the ratio of the Member's Capital Account to the aggregate of all Capital Accounts. The Sharing Ratios of the Persons who are Members on the Effective Date are set forth in Article 3.01(a). Changes in Sharing Ratios after the Effective Date, including those necessitated by the admission and Dissociation of Members, will be reflected in the Company's records. The allocation of Sharing Ratios reflected in the Company's records from time to time is presumed to be correct for all purposes of this Agreement and the Act.
- (bb) "Tax Percentage," for a Taxable Year, means the sum of (1) the highest federal income tax rate applicable to the taxable income of an individual and (2) the highest FL income tax rate applicable to the taxable income of an individual resident of FL.
- (cc) "Taxable Year" means the Company's taxable year as determined in accordance with Section 6.02.
- (dd) "Transfer," as a noun, means a transaction or event by which ownership of a Membership Interest is changed, including, without limitation, a sale, exchange, distribution, abandonment, gift, devise or foreclosure. "Transfer," as a verb, means to effect a Transfer.
- (ce) "Transferee" means a Person who acquires a Membership Interest by Transfer from a Member or another Transferee and is not admitted as a Member in accordance with this Agreement.

Article II. : THE COMPANY

- Section 2.01 Status. The Company is a FL limited liability company organized under the Act.
- Section 2.02 Name. The Company's name is Gizmoing, LLC.
- **Section 2.03** Term. The Company's existence will commence on the Effective Date and continue until terminated under this Agreement.
- **Section 2.04** Purposes. The Company's purposes are (a) to purchase and manage tax liens and/or tax deeds; and (b) to engage in any other lawful activity for which a limited liability company may be organized under the Act. The Company may take any action incidental and conducive to the furtherance of those purposes.

Section 2.05 Principal Office and Registered Agent.

(a) <u>Principal Office</u>.

- (a) <u>Changes in Membership Interests.</u> The Members' Membership Interests will be proportionately adjusted to account for the admission and Dissociation of Members. Changes in the Members' Membership Interests other than transfers to Permitted Transferees may be made only with the unanimous approval of the Managers.
- (b) <u>Verification of Membership Interests</u>. Within 10 days after receipt of a Member's written request, the Company will provide the Member with a statement of the Member's Membership Interest. The statement will serve the sole purpose of verifying the Member's Membership Interest, as reflected in the Company's records, and will not constitute for any purpose a certificated security, negotiable instrument or other vehicle by which a Transfer of a Membership Interest may be effected.

Section 3.03 Manner of Acting.

(a) <u>Voting Power</u>. Each Member's voting power will be proportionate to its Membership Interest.

(b) <u>Meetings</u>.

- (i) <u>Right to Call.</u> Any Manager or any Member or combination of Members whose Membership Interest exceeds 10 percent may call a meeting of Members by giving written notice to all Members not less than 10 nor more than 60 days prior to the date of the meeting. The notice must specify the date of the meeting and the nature of any business to be transacted.
- (ii) <u>Proxy Voting</u>. A Member may act at a meeting of Members through a Person authorized by a written proxy signed by the Member and filed with the secretary of the meeting before or at the time of the meeting.
- (iii) Quorum. Members whose aggregate Membership Interest exceeds 50 percent will constitute a quorum at a meeting of Members. No action may be taken in the absence of a quorum.
- (iv) Required Vote. Except with respect to matters for which a greater minimum vote is required by this Agreement, the vote of Members present whose aggregate Membership Interest exceeds 50 percent of the aggregate Membership Interest of all Members present will constitute the act of the Members at a meeting of Members.
- (c) <u>Written Consent</u>. The Members may act without a meeting by written consent describing the action and signed by Members whose aggregate Membership Interest is at least equal to the minimum that would be necessary to take the action at a meeting at which all Members were present. The Company will give written notice of any action approved by written consent to each Member who does not join in the written consent. The notice must contain or be accompanied by a description of the action

- (ii) The remaining Members must accept the seller's offer by written notice delivered to the seller within 30 days after the offer is received.
- (iii) The remaining Members may divide the Membership Interest in any manner to which they all agree. In the absence of agreement, they will divide the Membership Interest in proportion to their Membership Interests, as of the time the offer is received.
- (iv) If the remaining Members do not accept the seller's offer, the seller may sell the Membership Interest to the third-party purchaser on the terms specified in the original offer, provided the Company is reasonably satisfied that all of the other conditions prescribed by this Section 3.08 are met. However, if the remaining Members do not accept the seller's offer and the seller does not complete the sale to the third-party purchaser within 30 days after the remaining Members' right to accept the offer terminated, the seller must make a new offer to the remaining Members and the provisions of this Section 3.08 again will apply.
- (d) Transferor's Membership Status. If a Member Transfers less than all of the Membership Interest, the Member's rights with respect to the transferred portion, including the right to vote or otherwise participate in the Company's governance and the right to receive Distributions, will terminate as of the effective date of the Transfer. However, the Member will remain liable for any obligation with respect to the transferred portion that existed prior to the effective date of the Transfer, including any costs or damages resulting from the Member's breach of this Agreement. If the Member Transfers all of the Membership Interest, the Transfer will constitute an event of Dissociation for purposes of Section 3.09.

(e) <u>Transferee's Status.</u>

- (i) Admission as a Member. A Member who Transfers a Membership Interest has no power to confer on the Transferee the status of a Member. A Transferee may be admitted as a Member only in accordance with the provisions of Section 3.01(b). A Transferee who is not admitted as a Member has only the rights described in this Section 3.08.
- (ii) <u>Rights of Non-Member Transferee</u>. A Transferee who is not admitted as a Member in accordance with the provisions of Section 3.01(b), (i) has no right to vote or otherwise participate in the Company's governance. (ii) is not entitled to receive information concerning the Company's affairs or inspect the Company's books and records. (iii) with respect to the transferred Membership Interest, is entitled to receive the Distributions to which the Member would have been entitled had the Transfer not occurred and (iv) is subject to the restrictions imposed by this Section 3.08 to the same extent as a Member.

Section 3.09 Dissociation.

(b) Redemption Price.

- (i) The redemption price of the Membership Interest will be an amount equal to the seller's Capital Account as of the effective date of the Dissociation.
- (ii) For the purpose of determining the redemption price, the Company will adjust the seller's Capital Account to reflect the seller's share of any Profit or Loss the Company would have realized had it sold all of its assets at fair market value on the effective date of the Dissociation, as determined by a qualified appraiser selected by the Company. In determining the fair market value of the Company's assets, the appraiser will consider only those factors that are relevant to the valuation of a going concern and will be guided by the Business Valuation Standards of the American Society of Appraisers.
- (iii) The Company will pay all costs associated with the determination of the redemption price.
- (c) <u>Payment Terms</u>. The Company will pay the redemption price at the closing in the form of cash, property, or its promissory note in the principal amount of the purchase price payable in ten equal annual installments, with interest compounded annually at the applicable Federal rate in effect under Code §1274(d) for an obligation with the same term. The determination of whether the Company pays the redemption price in cash, property, promissory note, or any combination thereof is made in the sole discretion of the Company.

Article IV.: FINANCE

Section 4.01 Contributions.

- (a) Additional Members. A Person admitted as a Member in connection with the acquisition of a Membership Interest directly from the Company after the Effective Date will make the Contributions specified in the agreement pursuant to which the Person is admitted as a Member.
- (b) Additional Contributions. The Company may authorize additional Contributions at such times and on such terms and conditions as it determines to be in its best interest. Absent the Company's authorization, no Member is permitted to make additional Contributions. Additional Contributions shall dilute existing Members proportionately.
- (c) <u>Contributions Not Interest Bearing</u>. A Member is not entitled to interest or other compensation with respect to any cash or property the Member contributes to the Company.
- (d) <u>No Return of Contribution</u>. A Member is not entitled to the return of any Contribution prior to the Company's dissolution and winding up.

Section 4.02 Allocation of Profit and Loss.

- (vi) If the special allocations required by this Section 4.02(b) result in Capital Account balances that are different from the Capital Account balances the Members would have had if the special allocations were not required, the Company will allocate other items of income, gain, loss and deduction in any manner it considers appropriate to offset the effects of the special allocations on the Members' Capital Account balances. Any offsetting allocation required by this paragraph is subject to and must be consistent with the special allocations.
- (c) <u>Effect of Transfers During Year</u>. The Company will prorate items attributable to a Membership Interest that is the subject of a Transfer during a Taxable Year between the transferor and the Transferee based on the portion of the Taxable Year that elapsed prior to the Transfer.
- **Section 4.03** Tax Allocations. For federal income tax purposes, unless the Code or Regulations otherwise requires, each item of the Company's income, gain, loss or deduction will be allocated to the Members in proportion to their allocations of the Company's Profit or Loss.

Section 4.04 Distributions.

- (a) <u>Minimum Distribution to Pay Tax</u>. Within 90 days after the close of each Taxable Year, the Company will distribute to each Member an amount equal to the product of the Tax Percentage and the Profit allocated to the Member for the Taxable Year.
- (b) <u>Remaining Available Funds</u>. The Company will distribute to the Members, at quarterly intervals, any Available Funds remaining after providing for the Distribution required by the preceding paragraph.
- (c) <u>Allocation</u>. Except as provided in Section 4.04(a), the Company will make all Distributions to the Members in proportion to their Membership Interests.
- (d) <u>Prohibited Distributions</u>. The Company may not make a Distribution if, after giving effect to the Distribution, (1) the Company would not be able to pay its debts as they become due in the usual and regular course of its business or (2) the fair market value of the Company's total assets would be less than the sum of its total liabilities. The Company's determination of its capacity to make a Distribution under this Section 4.04(d) will be made as of the date and in accordance with a method authorized by the Act.
- (e) <u>Negation of Right to Distribution in Kind</u>. Except as provided in Section 7.02, a Member has no right to demand and receive a Distribution in a form other than cash.
- (f) <u>Obligation to Return Wrongful Distribution</u>. If for any reason a Member receives a Distribution to which the Member is not legally entitled, the Member will

Section 5.01 Representative Management. The Company will be managed by Managers. The Members from time to time may establish and change the number of Managers. The names and business addresses of the Company's initial Managers are:

Scott Stewart 8250 Northwest 10th St. Apt #2 Miami, FL 33126

Section 5.02 Powers and Authority. Except for matters on which the Members' approval is required by this Agreement, the Managers have full power, authority and discretion to manage and direct the Company's business, affairs and properties, including, without limitation, the specific powers conferred by the Act.

Section 5.03 Manner of Acting.

- (a) General. The Managers may act with respect to any matter within the scope of their authority at a meeting of Managers or pursuant to formal or informal procedures adopted at a meeting of Managers. Procedures that may be adopted at a meeting of Managers include, without limitation, the establishment of dates and times for regular meetings, procedures pursuant to which the Managers may approve a matter without a meeting and, subject to the provisions of Section 5.05, the delegation of duties and responsibilities with respect to which the delegate may act without approval or ratification by the other Managers.
- (b) Written Consent. The Managers may act without a meeting by written consent describing the action and signed by Managers whose voting power is at least equal to the minimum that would be necessary to take the action at a meeting at which all Managers were present. The Company will give written notice of any action approved by written consent to each Manager who does not join in the written consent. The notice must contain or be accompanied by a description of the action approved by the written consent and be delivered to the Manager at least five days before consummation of the action approved by the written consent.
- (c) Required Approval. The decision of a majority in number of the Managers controls with respect to any matter arising within the scope of their authority. A Manager may be absolved from personal liability with respect to the matter by registering dissent from the decision in the Company's records within 30 days after receiving notice of the decision. A dissenting Manager will nevertheless act with the other Managers in any way necessary or appropriate to effectuate the decision of the majority.

derives from the opportunity and will indemnify the Company for any loss the Company incurs as a result of the failure to disclose.

(c) <u>Self-Dealing</u>. A Manager may enter into a business transaction with the Company if the terms of the transaction are no less favorable to the Company than those of a similar transaction with an independent third party. Approval or ratification by Members having no interest in the transaction constitutes conclusive evidence that the terms satisfy the foregoing condition.

Section 5.07 Indemnification and Advancement of Costs.

(a) Indemnification.

- (i) <u>Mandatory</u>. The Company will indemnify a Manager for all expenses, losses, liabilities and damages the Manager actually and reasonably incurs in connection with the Manager's successful defense of any claim, action or proceeding arising out of or relating to the Manager's conduct of the Company's activities.
- Manager for all expenses, losses, liabilities and damages the Manager actually and reasonably incurs in connection with the Manager's unsuccessful defense of any claim, action or proceeding arising out of or relating to the Manager's conduct of the Company's activities, but only if (i) the Manager's conduct was in good faith, (ii) the Manager reasonably believed that the Manager's conduct was in, or not opposed to, the Company's best interests, (iii) in the case of a criminal proceeding, the Manager had no reason to believe the Manager's conduct was unlawful, (iv) in the case of a proceeding by or in the right of the Company, the Manager was not adjudged liable to the Company and (v) in the case of any other proceeding, the Manager was not adjudged liable to any Person on the basis that the Manager derived an improper personal benefit.
- (b) Advancement of Costs. The Company may, but is not required to, pay for or reimburse the expenses a Manager actually and reasonably incurs in connection with a proceeding arising out of or relating to the Manager's conduct of the Company's activities in advance of final disposition of the proceeding, but only if (1) the Manager furnishes to the Company a written affirmation of the Manager's good faith belief that the Manager has met the applicable standards of conduct described in Section 5.07(a)(ii), (2) the Manager furnishes to the Company a written, signed undertaking to repay the advance if it is ultimately determined that the Manager did not meet such standards of conduct and (3) the Company determines that the facts then known by it would not preclude indemnification under this Section 5.07.

Section 5.08 Compensation. The Company will compensate a Manager for services rendered to or on behalf of the Company. The amount of the compensation will be commensurate to the value of the services and may be determined with or without regard to Profit or other indicators of the results of operations. Compensation paid to a Manager will be treated as an expense for

(viii) copies of any minutes of each meeting of the Members and of any written consents of the Members.

(b) Authorized Access.

- (i) Each current or former Member or Manager is entitled to inspect and copy, during regular business hours at the Company's Principal Office, any of the records described in Section 6.01(a) after first giving the Company written notice at least five business days before the inspection and copying is to occur. However, a former Member or Manager is entitled to inspect and copy only those records that pertain to the period of the former Member's or Manager's tenure as a Member or Manager or are reasonably necessary to enable the former Member or Manager to establish a claim or defense in a controversy with the Company, any Member or Manager or any other Person.
- (ii) An authorized agent or attorney of a current or former Member or Manager has the same rights of inspection and copying as such current or former Member or Manager.
- (iii) Any costs associated with the production or reproduction of the Company's records will be borne and paid in advance by the requesting current or former Member or Manager.
- (c) <u>Confidentiality</u>. No current or former Member or Manager will disclose any information relating to the Company or its activities to any unauthorized person or use any such information for his or her or any other Person's personal gain or for any other improper purpose.

Section 6.02 Financial Accounting.

- (a) <u>Accounting Method</u>. The Company will account for its financial transactions using a method of accounting determined by the Managers in compliance with sections 446 and 448 of the Code.
- (b) <u>Taxable Year</u>. The Company's Taxable Year is the Company's annual accounting period, as determined by the Managers in compliance with sections 441, 444 and 706 of the Code.

Section 6.03 Reports.

(a) <u>Members</u>. As soon as practicable after the close of each Taxable Year, the Company will prepare and send to the Members such reports and information as are reasonably necessary to (1) inform the Members of the results of the Company's operations for the Taxable Year and (2) enable the Members to completely and accurately reflect their distributive shares of the Company's income, gains, deductions, losses and credits in their federal, state and local income tax returns for the appropriate year.

- (iii) the Company's administrative dissolution under the Act, unless the Company is reinstated within the time prescribed by the Act;
 - (iv) entry of a decree of judicial dissolution pursuant to the Act; or
- (v) any event or circumstance that makes it unlawful or impossible for the Company to carry on its business, unless the Company's incapacity to carry on its business is cured within 90 days after such event or circumstance.
- (b) <u>Exclusivity of Events</u>. Unless specifically referred to in this Section 7.01, no event will result in the Company's dissolution.

Section 7.02 Effect of Dissolution.

- (a) Appointment of Liquidator. Upon the Company's dissolution, the Managers will appoint a liquidator, who may but need not be a Member. The liquidator will wind up and liquidate the Company in an orderly, prudent and expeditious manner in accordance with the following provisions of this Section 7.02.
- (b) <u>Final Accounting</u>. The liquidator will make proper accountings (1) to the end of the month in which the event of dissolution occurred and (2) to the date on which the Company is finally and completely liquidated.
- (c) <u>Duties and Authority of Liquidator</u>. The liquidator will make adequate provision for the discharge of all of the Company's debts, obligations and liabilities. The liquidator may sell, encumber or retain for distribution in kind any of the Company's assets. Any gain or loss recognized on the sale of assets will be allocated to the Members' Capital Accounts in accordance with the provisions of Section 4.02. With respect to any asset the liquidator determines to retain for distribution in kind, the liquidator will allocate to the Members' Capital Accounts the amount of gain or loss that would have been recognized had the asset been sold at its fair market value.
- (d) <u>Final Distribution</u>. The liquidator will distribute any assets remaining after the discharge or accommodation of the Company's debts, obligations and liabilities to the Members in proportion to their Capital Accounts. The liquidator will distribute any assets distributable in kind to the Members in undivided interests as tenants in common. A Member whose Capital Account is negative will have no liability to the Company, the Company's creditors or any other Member with respect to the negative balance.
- (e) <u>Required Filings</u>. The liquidator will file articles of dissolution with the Division and take such other actions as are reasonably necessary or appropriate to effectuate and confirm the cessation of the Company's existence.

Article VIII. : GENERAL PROVISIONS

(b) Arbitration. If the parties fail in their attempt to resolve a dispute by mediation, they will submit the dispute to arbitration according to the then prevailing rules and procedures of the American Arbitration Association. FL law will govern the rights and obligations of the parties with respect to the matters in controversy. The arbitrator will allocate all costs and fees attributable to the arbitration between the parties equally. The arbitrator's award will be final and binding and judgment may be entered in any court of competent jurisdiction.

Section 8.06 Notices. Any notice contemplated by this Agreement may be sent by any commercially reasonable means, including hand delivery, first class mail, facsimile, e-mail or private courier. The notice must be prepaid and addressed as set forth in the Company's records. The notice will be effective on the date of receipt or, in the case of notice sent by first class mail, the fifth day after mailing. If notice is required to be given to a Member or Manager, a written waiver signed by the Member or Manager and delivered to the Company, whether before or after the time the notice is required to be given, is the equivalent of timely notice.

Section 8.07 Resolution of Inconsistencies. If there are inconsistencies between this Agreement and the Certificate, the Certificate will control. If there are inconsistencies between this Agreement and the Act, this Agreement will control, except to the extent the inconsistencies relate to provisions of the Act that the Members cannot alter by agreement. Without limiting the generality of the foregoing, unless the language or context clearly indicates a different intent, the provisions of this Agreement pertaining to the Company's governance and financial affairs and the rights of the Members upon withdrawal and dissolution will supersede the provisions of the Act relating to the same matters.

Section 8.08 Provisions Applicable to Transferees. As the context requires and subject to the restrictions and limitations imposed by this Agreement, the provisions of this Agreement pertaining to the rights and obligations of a Member also govern the rights and obligations of the Member's Transferee.

Section 8.09 Additional Instruments. Each Member will execute and deliver any document or statement necessary to give effect to the terms of this Agreement or to comply with any law, rule or regulation governing the Company's formation and activities.

Section 8.10 Computation of Time. In computing any period of time under this Agreement, the day of the act or event from which the specified period begins to run is not included. The last day of the period is included, unless it is a Saturday, Sunday or legal holiday, in which case the period will run until the end of the next day that is not a Saturday, Sunday or legal holiday.

Section 8.11 Entire Agreement. This Agreement and the Certificate comprise the entire agreement among the parties with respect to the Company. This Agreement and the Certificate supersede any prior agreements or understandings with respect to the Company. No representation, statement or condition not contained in this Agreement or the Certificate has any force or effect.

Scott Stewart
Date: 10/19/2018

TABLE OF CONTENTS

THE COMPANY AS A SEPARATE ENTITY	1
NATURE OF THE COMPANY'S BUSINESS	2
MANAGEMENT AND CONTROL	3
ADMINISTRATIVE MATTERS	3
TAX MATTERS	5
TRANSACTING BUSINESS IN OTHER STATES	6
DISSOLUTION	6

OPERATIONAL GUIDELINES

FOR

GIZMOING, LLC

The essential steps in the formation of Gizmoing, LLC (the "Company") are now complete. The Certificate of organization has been filed by the Division of Corporations and Commercial Code and the operating agreement has been signed by the members and adopted by the Company.

The Certificate of organization and the operating agreement (the "governing documents") define the rights and obligations of the members with respect to the Company's management and financial affairs and prescribe rules and procedures for the conduct of the Company's activities. Signed originals of the governing documents, bearing their effective dates, were delivered to the members with these guidelines. The Company's members should read the governing documents with care and establish policies and procedures that ensure compliance with their provisions.

This memorandum summarizes some of the requirements and procedures prescribed by the governing documents and applicable state and federal law. Careful and continuous observance of those requirements and procedures are essential to the maintenance of the Company's legal status as a limited liability company.

The Company as a Separate Entity

Maintenance of the Company's status as a legal entity separate from its members is essential to the preservation of the statutory protection against member liability. Accordingly, the members should take care to relate to the Company and third parties only in ways that affirm and respect the Company's separate status. To that end, the following guidelines should be strictly observed:

Adequacy of Capital and Insurance. The Company's capital should be maintained in amounts sufficient to discharge reasonably foreseeable debts and obligations. The Company should purchase adequate amounts of insurance to protect it against foreseeable risks that cannot reasonably be funded out of the Company's capital.

<u>Company Property</u>. Property contributed to the Company's capital or acquired with its financial resources should be titled in its name and reflected on its books. Funds belonging to the Company should be deposited in bank and brokerage accounts established and maintained in the Company's name. Only persons authorized to act for the Company should be given access to those accounts.

Property belonging to the Company should not be commingled with the members' property or diverted to the members' use, without accounting to the Company. The only way the

PAGE: 3

Management and Control

Management Responsibility. Responsibility for managing the Company rests with the managers. The managers may establish policies and procedures and make all decisions pertaining to the usual conduct of the Company's business. Differences as to any matter arising in the usual course of the Company's business are resolved by the vote of members whose aggregate membership interest exceeds fifty percent.

Agency Authority to Bind the Company. Each manager is the Company's agent for purposes of carrying on its business in the usual way. Accordingly, the act of any manager in the ordinary course of business binds the Company even if performed without actual authority. A manager whose unauthorized act causes the Company harm may be liable for any resulting damages.

Fiduciary Duties. As the Company's agent, a manager has a fiduciary duty to act with due care and in good faith in furtherance of the Company's best interests. The manager breaches that duty if he or she fails to diligently perform his or her duties as prescribed by law and the governing documents or acts in furtherance of his or her own and against the Company's interests.

Manner of Acting. Members may act either at a meeting or by written consent signed by members whose voting power is at least equal to the minimum that would be required to take action at a meeting of all members. Any member whose voting power exceeds 10 percent of the voting power of all members may call a meeting of members by written notice given not less than 10 nor more than 60 days prior to the date of the meeting. The notice must specify the date of the meeting and the nature of the matters to be considered. A member may waive notice of a meeting orally, in writing or by attendance. A member may act at a meeting of members through a person authorized by signed proxy. Members whose voting power exceeds 50 percent of the voting power of all members constitute a quorum. No action may be taken in the absence of a quorum.

Administrative Matters

Accounting. The Company must establish and consistently observe accounting practices and auditing procedures customarily followed by similar businesses. The members should keep the Company's accountant informed of all transactions affecting the Company's financial results or condition. The accountant should assist in preparing and maintaining adequate financial records, provide guidance with respect to the selection of a taxable year and accounting method. advise the Company of any tax elections that may be available and assist in the preparation and filing of the Company's tax returns.

from the U.S. Department of Labor. The Company also is subject to the labor laws and regulations in the jurisdictions in which it does business.

Additional and Substitute Members. The Company may admit additional or substitute members only with the approval of all members. A member may withhold approval of the admission of any person for any or no reason.

<u>Distributions</u>. The Company is required to distribute its available funds to the members quarterly in the proportions specified in the operating agreement. For that purpose, "available funds" means the Company's gross cash receipts less the sum of (a) payments necessary to service the Company's debt, (b) expenses incurred in the conduct of the Company's business and (c) amounts reserved to meet the Company's reasonably foresceable needs. Under no circumstances may the Company make a distribution that will leave it insolvent or unable to pay its debts as they become due.

Amendments to Certificate. The Company's Certificate of organization must be amended when (a) there is a change in the Company's name. (b) there is a change in the character of the Company's business. (c) there is a false or erroneous statement in the Certificate, (d) there is a change in the Company's period of duration, (e) there is a change in the Company's management structure or (f) there is a change in the identity of any member. To be effective, any required amendment must be in the form of a certificate of amendment delivered for filing to the Division of Corporations and Commercial Code.

Tax Matters

Income Taxes. Each year the Company is required to file federal and state information returns accounting for its tax items for the prior year and showing the allocation of the items among the members. It must also provide the members with official tax forms and other information necessary to enable them to account for their respective distributive shares of the items in their own tax returns.

<u>Taxpayer Identification Number</u>. If the Company has even one employee, it must obtain a separate federal employer identification number. The Company must use the number on all federal tax forms.

<u>Tax Withholding</u>. The Company is required to withhold and pay over to the Internal Revenue Service a percentage of the compensation it pays to each employee. The percentage required to be withheld is determined with reference to the number of income tax exemptions the employee has claimed and the current Social Security and Medicare tax rates. The employee indicates the number of income tax exemptions to which he or she is entitled on Form W-4. The

Operational Guidelines **PAGE:** 7

<u>Effect of Dissolution</u>. Upon the Company's dissolution, after its debts have been paid or otherwise satisfied, the Company will distribute its remaining assets to the members in proportion to their capital accounts, adjusted to reflect their distributive shares of any gain or loss recognized during the winding-up phase or inherent in any of the Company's assets that are distributed in kind.

It is important to note that unless the members' membership interests are in proportion to their contributions to capital, liquidating distributions may be made in shares that do not correspond to their percentage interests in the Company's profit and loss. The inclusion of a provision in the Company's governing documents requiring that liquidating distributions be made in accordance with membership interests rather than capital accounts may have adverse income tax consequences.

Date of this notice: 10-17-2018

Employer Identification Number:

83-2238711

Form: SS-4

Number of this notice: CP 575 G

GIZMOING LLC SCOTT STEWART SOLE MBR 8250 NW 10TH ST APT 2 MIAMI, FL 33126

For assistance you may call us at: 1-800-829-4933

IF YOU WRITE, ATTACH THE STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 83-2238711. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is GIZM. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.