

L19000341514

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



300326488233

03/22/19--01013--028 ♦\$25.00

R. WHITE
183 01 223

FILED
2019 MAR 22 PM 4:17
FBI - MEMPHIS

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: SUSIE'S BEAUTIES LLC

Name of Limited Liability Company

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

Please return all correspondence concerning this matter to the following:

JASON COLE WETZEL

Name of Person

SUSIE'S BEAUTIES LLC

Firm/Company

203 HASTINGS CT. FORT

Address

FORT WALTON BEACH FL 32547

City/State and Zip Code

JCWETZEL1973@EARTHLINK.NET

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

For further information concerning this matter, please call:

JASON COLE WETZEL

520 904-7146
at ()

Name of Person

Area Code

Daytime Telephone Number

Enclosed is a check for the following amount:

- ☒ \$25.00 Filing Fee ☐ \$30.00 Filing Fee &
Certificate of Status ☐ \$55.00 Filing Fee &
Certified Copy ☐ \$60.00 Filing Fee,
(additional copy is enclosed) Certificate of Status &
Certified Copy
(additional copy is enclosed)

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

STREET/COURIER ADDRESS:
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF**

FILED
2019 FEB 22 PM 4:17

SUSIE'S BEAUTIES

(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 11 FEB 2019 and assigned
Florida document number L19000041514.

This amendment is submitted to amend the following:

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

The new name must be distinguishable and contain the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

New Registered Office Address:

Enter Florida street address

_____, **Florida** _____
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>
AMBR	CRYSTAL J KNOBLOCK	165 LARK HILL FLORESVILLE TX 78114	<input checked="" type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
AMBR	SUSANA CALDERON	203 HASTINGS CT FORT WALTON BEACH FL 32547	<input type="checkbox"/> Add
			<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input 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.)*

I AM SUBMITTING, AS SUSIE'S BEAUTIES MANAGING MEMBER, A NEW OPERATIONS AGREEMENT THAT OUTLINES

OUR ARTICLES OF ORGANIZATION AND OWNERSHIP OF THE COMPANY. I REMOVED SUSANA CALDERON OF FL

AS AN OWNER AND ADDED CRYSTAL KNOBLOCK OF TX AS AN OWNER. THIS HAS CHANGED OUR OWNERSHIP

OF THE LLC WHICH IS OUTLINED IN THE ATTACHED DOCUMENT.

17 MARCH 2019

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

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

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of:

(b) The 90th day after the record is filed.

Dated 18 MARCH 2019

Signature of a member or authorized representative of a member

JASON COLE WETZEL

Typed or printed name of signee

AMENDMENT 1-2019
SUSIE'S BEAUTIES, LLC
OPERATING AGREEMENT

(JASON COLE WETZEL

Mail & Correspondence

203 Hastings Ct

Fort Walton Beach FL, 32547

(520) 904-7146

jcwetz1973@earthlink.net)

March 17, 2019

SUSIE'S BEAUTIES, LLC
"A Nail Boutique"
OPERATING AGREEMENT

Table of Contents

Article One	Date of and Parties to Operating Agreement.....	1-1
Article Two	Offices	2-1
Section 2.01	Principal Office	2-1
Section 2.02	Registered Office	2-1
Article Three	Meetings.....	3-1
Section 3.01	Annual Meeting	3-1
Section 3.02	Regular Meeting.....	3-1
Section 3.03	Special Meetings.....	3-1
Section 3.04	Notice of Meeting	3-1
Section 3.05	Quorum	3-1
Section 3.06	Proxies.....	3-2
Section 3.07	Voting by Certain Members.....	3-2
Section 3.08	Manner of Acting.....	3-2
Section 3.09	Order of Business.....	3-3
Section 3.10	Meetings Utilizing Telephone or Other Technology	3-3
Article Four	Fiscal Matters	4-1
Section 4.01	Fiscal Year	4-1
Section 4.02	Deposits.....	4-1
Section 4.03	Checks, Drafts, Etc.	4-1
Section 4.04	Loans or Evidences of Company Indebtedness	4-1
Section 4.05	Contracts	Error! Bookmark not defined.
Section 4.06	Accountant	4-1
Section 4.07	Legal Counsel	4-1
Article Five	Capital Accounts	5-1
Section 5.01	Capital Contribution of the Members	5-1
Section 5.02	Members' Accounts	5-1
Section 5.03	Capital Account of Transferred Membership Interest	5-2

Section 5.04	No Deficit Restoration Obligation	5-3
Article Six	Profits and Losses	6-1
Section 6.01	Net Profits and Losses	6-1
Section 6.02	Special Allocations	6-1
Section 6.03	Curative Allocations	6-2
Section 6.04	Transfers During Taxable Year	6-2
Section 6.05	Right to Use Alternative Method to Allocation	6-2
Article Seven	Interest and Compensation, Loans	7-1
Section 7.01	Interest and Compensation	7-1
Article Eight	Certificates	8-1
Section 8.01	Form of Certificates	8-1
Article Nine	Transfer of Membership Interest	9-1
Section 9.01	Notification and Rights of Company and Other Members	9-1
Section 9.02	Withdrawal by Member by Forced Sale	9-1
Section 9.03	Appraised Value	9-2
Article Ten	Books and Records	10-1
Section 10.01	Books and Records	10-1
Section 10.02	Right of Inspection	10-1
Section 10.03	Financial Records	10-1
Article Eleven	Distribution of Profits	11-1
Section 11.01	Distribution of Profits	11-1
Article Twelve	Officers	12-1
Section 12.01	Operating Manager(s)	12-1
Section 12.02	Other Officers	12-2
Section 12.03	Election and Tenure	12-2
Section 12.04	Resignations and Removal	12-2
Section 12.05	Vacancies	12-2
Section 12.06	Salaries	12-2
Section 12.07	Appointment of Initial Operating Manager(s)	12-2
Article Thirteen	Miscellaneous	13-1
Section 13.01	Competing Business	13-1
Section 13.02	Intellectual Property	13-1
Section 13.03	Insurance	13-1

Section 13.04	Notice.....	13-2
Section 13.05	Waiver of Notice.....	13-2
Section 13.06	Indemnification of Company.....	13-2
Section 13.07	Indemnification Funding.....	13-2
Section 13.08	Duality of Interest Transactions.....	13-2
Section 13.09	Anticipated Transactions.....	13-2
Section 13.10	Gender and Number.....	13-3
Section 13.11	Articles of other Headings.....	13-3
Section 13.12	Reimbursement of Officers and Members.....	13-3
Section 13.13	Beneficiary Designation.....	13-3
Section 13.14	Death or Incapacity of a Member.....	13-3
Section 13.15	Amendments.....	13-3
Section 13.16	Duration of Company.....	13-3
Section 13.17	Counterparts and Facsimiles.....	13-4

Exhibit A	SUMMARY OF CAPITAL CONTRIBUTIONS.....	1
------------------	--	----------

SUSIE'S BEAUTIES, LLC

"A Nail Boutique"

OPERATING AGREEMENT

Article One

Date of and Parties to Operating Agreement

The date of this Operating Agreement is March 17, 2019. The parties to this Operating Agreement are Jason C. Wetzel and Crystal J. Knoblock (the "Members"), and Jason C. Wetzel (the "Manager").

Article Two Offices

Section 2.01 Principal Office

The principal office of the Company shall be located at 203 Hastings Ct Fort Walton Beach FL 32547. The Company may have such other offices, either within or without the State of FL as the Members may designate or as the business of the Company may from time to time require.

Section 2.02 Registered Office

The registered office of the Company, required by the Florida Limited Liability Company Act to be maintained in the State of Florida, may, but need not be identical with the Principal Office in the State of Florida. The initial registered agent and registered office is Jason C. Wetzel, 203 Hastings Ct Fort Walton Beach FL 32547. The registered office and the registered agent may be changed from time to time by action of the Members and by filing the prescribed form with the Florida Secretary of State.

Article Three Meetings

Section 3.01 Annual Meeting

The annual meeting of the Members shall be held in June of each year, beginning with the year following the year of organization, for the purpose of electing an Operating Manager or Managers for the transaction of such other business as may come before the meeting. If the election shall not be held on the day of the scheduled annual meeting of the Members, or at any adjournment thereof, the Members shall cause the election to be held at a special meeting of the Members as soon thereafter as it may conveniently be held.

Section 3.02 Regular Meeting

The Members may by resolution prescribe the time and place for the holding of regular meetings and may provide that the adoption of such resolution shall constitute notice of such regular meetings. If the Members do not prescribe the time and place for the holding of regular meetings, such regular meetings shall be held at the time and place specified by the Operating Manager(s) in the notice of each such regular meeting.

Section 3.03 Special Meetings

Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Operating Manager(s) or by 51% of the equity interest.

Section 3.04 Notice of Meeting

Written or telephonic notice stating the place, day and hour of the meeting and, in case of a special meeting, the purposes for which the meeting is called, shall be delivered not less than 10 days before the date of the meeting, either personally, by facsimile transmission or by mail, by or at the direction of the Operating Manager(s), to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his/her/its address as it appears on the books of the Company, with postage thereon prepaid. When all the Members of the Company are present at any meeting, or if those not present sign in writing a waiver of notice of such meeting, or subsequently ratify all the proceedings thereof, the transactions of such meeting are as valid as if a meeting were formally called and notice had been given.

Section 3.05 Quorum

At any meeting of the Members, a majority of the equity interests as represented by the capital accounts for each member, represented in person or by proxy, shall constitute a quorum at a meeting of Members. If less than said of the majority equity interests are represented at a meeting, a majority of the interests so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the

withdrawal of enough Members to leave less than a quorum. There can be no meetings with votes at a meeting that is not fully attended that leads to contested decisions of the company's future or partners.

Section 3.06 Proxies

At all meetings of Members, a Member may vote by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Operating Manager(s) of the Company before or at the time of the meeting. No proxy shall be valid after three months from date of execution, unless otherwise provided in the proxy.

Section 3.07 Voting by Certain Members

Management Certificates standing in the name of a corporation, partnership or company may be voted by such officer, partner, agent or proxy as the Bylaws of such entity may prescribe or, in the absence of such provision, as the Board of Directors of such entity may determine. Certificates held by a trustee, personal representative, administrator, executor, guardian or conservator may be voted by him, either in person or by proxy, without a transfer of such certificates into his name. Certificates held jointly by a husband and wife may be voted by either spouse or by both acting jointly. Certificates owned jointly will be reported in writing and by certified mail to the company prior to recognition of joint membership by the company.

Section 3.08 Manner of Acting

(a) Formal Action by Members

Voting on a particular issue shall be in accordance with percentage of voting ownership/interest in the company, as indicated on Exhibit A, attached hereto.

(b) Procedure

The Operating Manager(s) of the Company shall preside at meetings of the Members, and may move or second any item of business, and vote upon any matter. A record shall be maintained of the meetings of the Members. The Members may adopt their own rules of procedure which shall not be inconsistent with this Operating Agreement.

(c) Presumption of Assent

A Member of the Company who is present at a meeting of the Members at which action on any matter is taken shall be presumed to have assented to the action taken, unless his dissent shall be entered in the minutes of the meeting or unless he/she/it shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by certified mail to the secretary of the meeting immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Member who voted in favor of such action.

There is no presumption of intent at a non-fully attended meeting. If disagreements should arise it will require a fully attended meeting to remedy the disagreement via a majority vote post meeting.

(c) Informal Action of Members

Unless otherwise provided by law, any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Members entitled to vote with respect to the subject matter thereof.

Section 3.09 Order of Business

The order of business at all meetings of the Members shall be as follows:

- Roll Call
- Proof of notice of meeting or waiver of notice
- Reading of minutes of preceding meeting
- Report of the Operating Manager(s)
- Reports of Committees
- Unfinished Business
- New Business

Section 3.10 Meetings Utilizing Telephone or Other Technology

Members of the Company may participate in any meeting of the Members by means of a telephone conference or other method by which all individuals participating in the meeting can communicate with each other at essentially the same time. Participation in a meeting pursuant to this Section constitutes presence in person at the meeting.

Article Four

Fiscal Matters

Section 4.01 Fiscal Year

The fiscal year of the Limited Liability Company shall end each year on the 31st day of December each year and commence on the first day thereafter, unless otherwise determined by resolution of the Members.

Section 4.02 Deposits

All funds of the Limited Liability Company shall be deposited from time to time to the credit of the Limited Liability Company in such banks, trust companies or other depositories as the members may select. The Operating Manager(s) shall have the authority to establish such additional bank accounts, as all the members unanimously agree to in writing he/she deems appropriate, at federally insured institutions.

Section 4.03 Checks, Drafts, Etc.

All checks, drafts or other orders for the payment of money, and all notes or other evidences of indebtedness issued in the name of the Company shall be signed by the Operating Manager(s).

Section 4.04 Loans or Evidences of Company Indebtedness

No loans shall be contracted on behalf of the Limited Liability Company or no evidences of indebtedness shall be issued in its name in a grand total of excess at any existing time in the amount of \$10,000.00 unless authorized by a resolution of all the Members.

The Members may authorize, by majority consent, any Member or agent of the Company, in addition to the Operating Manager(s), to enter into any contract or execute any instrument in the name of and on behalf of the Company, and such authority will be general or confined to specific instances.

Section 4.05 Accountant

An Accountant may be selected from time to time by the Operating Manager(s) to perform such tax and accounting services as may, from time to time be required. The accountant may be removed by the Operating Manager(s) without assigning any cause. Accountant to be selected will be a Certified Public Accountant agreed upon by all partners unanimously.

Section 4.06 Legal Counsel

One or more Attorney(s) at Law may be selected from time to time by the Operating Manager(s) to review the legal affairs of the Company and to perform such other services as may be required and to report to the Members with respect thereto. The Legal Counsel may be removed by the Operating Manager(s) without assigning any cause.

Article Five Capital Accounts

Section 5.01 Capital Contribution of the Members

Upon execution of this Agreement, each Member shall contribute to the capital of the Company the amount set forth opposite his name on Exhibit A attached hereto Members' Accounts

Separate capital accounts shall be maintained by the Company for each Member in accordance with Code Section 704(b) and the Regulations promulgated thereunder, representing the Members' respective capital contributions to the Company. The accounts shall be administered as follows.

(a) Increases in Capital Account

The capital account of each Member shall consist of the original contribution to capital by the Member, increased by the following.

(1) Contributions of Property

The fair market value of any property contributed by the Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under code Section 752);

(2) Contributions of Cash

Additional contributions by the Member of cash; and

(3) Member's Share of Net Profits

The Member's share of the Company's Net Profits allocated to the Members pursuant to Article Six, including income and gain as computed for book purposes in accordance with Regulations Section 1.704-1(v)(2)(iv)(g).

(b) Decreases in Capital Account

The capital account of the Member shall be decreased by the following:

(1) Distributions of Property

The fair market value of property distributed to the Member by the Company (net of liabilities secured by such property that the Member is considered to assume or take subject to pursuant to Code Section 752);

(2) Distributions of Money

The amount of money distributed to the Member by the Company including distributions pursuant to Article Eleven herein; and

(3) Loss and Deductions

Allocations to the Member of Company loss and deductions, including loss and deductions computed for book purposes described in regulations Section 1.704(b)(2)(iv)(g).

(c) Application of Section 704(c)

In cases where Code Section 704(c) applies to property of the Company, the Members' capital accounts shall be adjusted in accordance with Regulations Section 1.704-1(b)(2)(iv)(f).

(d) Revaluation of Company Property

The capital accounts of the Members may be adjusted to reflect a revaluation of Company property (including intangible assets such as goodwill) on the Company's books, to the extent provided in Regulations Section 1.704-1(b)(2)(iv)(f).

(e) Adjustment of Basis

The Members will vote majority to make all elections for federal income tax purposes, including an election to adjust the basis of the Company property pursuant to Code Sections 734, 743, and 754, in the event of the transfer of an Interest in the Company or the distribution of property by the Company, after vote is made Manager will carry out corresponding actions. The Members' capital accounts shall be adjusted to the extent provided in Regulations Section 1.704-1(b)(2)(iv)(m).

(f) Construction of and Modifications to this Section

The provisions of this Agreement regarding the maintenance of capital accounts are intended to comply with Code Section 704(b), as amended, and the Regulations promulgated thereunder. Notwithstanding anything to the contrary contained in this Article, the Members, by unanimous consent may modify the method in which capital accounts are maintained, provided such changes are consistent with Code Section 704 and Regulations promulgated thereunder.

(g) Effect of Increases or Decreases on a Member's Membership Interest

Increases or decreases to a Member's capital account, with the exceptions of fraud and other intentional action by member directly or indirectly that harm this LLC, shall not affect the Member's Membership Interest as defined in Exhibit A of this Agreement, except as the Members may hereafter agree by unanimous vote.

Section 5.02 Capital Account of Transferred Membership Interest

Upon the transfer of all or any part of a Membership Interest as permitted by this Agreement, the capital account (or portion thereof) of the Transferring Member that is attributable to the transferred Interest (or portion thereof) shall carry over to the Transferee, as prescribed by Regulations Section 1.704-1(b)(2)(iv)(1).

Section 5.03 No Deficit Restoration Obligation

This Agreement shall not be construed as creating an obligation to restore a deficit in a Member's capital account balance.

Article Six Profits and Losses

Section 6.01 Net Profits and Losses

After giving effect to the special allocations set forth in Section 6.02 and Section 6.03, Net Profits and Net Losses shall be allocated and credited to the Members' respective capital accounts in proportion to the respective Membership Interests

Section 6.02 Special Allocations

(a) Qualified Income Offset

No allocation may be made to a Member to the extent such allocation causes or increases a deficit balance in such Member's adjusted capital account. Notwithstanding any other provision of this Agreement except subparagraph (b) and (c) below, in the event that a Member unexpectedly receives an adjustment, allocation or distribution described in Regulations Section 1.704-1(b)(2)(ii)(d)(4, (5) or (6) which results in such Member having a negative Adjusted Capital Account balance (as determined above), then such Member shall be allocated items of income and gain in an amount and manner sufficient to eliminate, to the extent required by the Regulations, such negative balance in such Member's Adjusted Capital Account as quickly as possible. This provision is intended to satisfy the "qualified income offset" items of the Code.

(b) Minimum Gain Chargeback

Notwithstanding any other provision of this Section, if there is a net decrease in Company minimum gain for any Company fiscal year, the minimum gain chargeback requirement contained in regulations Section 1.704-2 shall apply and each Member must be allocated items of Company income and gain for that year equal to that Member's share of the net decrease in Company minimum gain. This Section is intended to comply with the minimum gain chargeback requirement of the Regulations and shall be interpreted consistently therewith.

(c) Section 704(c) Allocation.

Solely for Federal, state, and local income tax purposes and not for book or capital account purposes, depreciation, amortization, gain, or loss with respect to property that is properly reflected on the Company's books at a value that differs from its adjusted basis for Federal income tax purposes shall be allocated in accordance with the principles and requirements of Code Section 704(c) and the Regulations promulgated thereunder, and in accordance with the requirements of the relevant provisions of the Regulations issued under Code Section 704(b). For capital account purposes, depreciation, amortization, gain, or loss with respect to property that is properly reflected on the Company's books at a value that differs from its adjusted basis for tax purposes shall be determined in accordance with the rules of Regulations Section 1.704-1(b)(2)(iv)(g).

(d) Risk of Loss Allocation

Any item of Member nonrecourse deduction (as defined in Regulation Section 1.704-2(i)(2)) with respect to a Member nonrecourse debt (as defined in Regulation Section 1.704-2(b)(4)) shall be allocated to the Member or Members who bear the economic risk of loss for such Member nonrecourse debt in accordance with Regulations Section 1.704-2(i)(1).

(e) Allocation of Excess Nonrecourse Liabilities

For the purpose of determining each Member's share of Company nonrecourse liabilities pursuant to Regulations Section 1.752-3(a)(3), and solely for such purpose, each Member's interest in Company profits is hereby specified to be such Member's Membership Interest.

Section 6.03 Curative Allocations

The allocations set forth in Section 6.02 are intended to comply with certain requirements of Code Section 704 and Regulations promulgated thereunder. Notwithstanding any other provisions of this Article, the regulatory allocations shall be taken into account in allocating other profits, losses and items of income, gain, loss and deduction among the Members so that, to the extent possible, the net amount of such allocations of other profits, losses and other items and the regulatory allocations to each Member shall be equal to the net amount that would have been allocated to each such Member if the regulatory allocations had not occurred.

Section 6.04 Transfers During Taxable Year

All income, gain, loss and deductions allocable pursuant to this Article for a fiscal year with respect to any Membership Interest which may have been transferred during such year shall be allocable between the Transferring Member and the Transferee based upon the number of days that each was recognized by the Company as the owner of such Interest, without regard to the results of Company operations during the particular days of such fiscal year and without regard to which cash distributions were made to the Transferring Member or the Transferee; provided, however, that all income, gain, loss and deductions so allocated as the result of a capital transaction shall be allocated to the recognized owner of the Membership Interest for the day on which the capital transaction giving rise to such gain occurred.

Section 6.05 Right to Use Alternative Method to Allocation

Notwithstanding anything else in this Article, the Company shall have the right to use a different method of allocating Company income and loss if it is advised by the Company accountant or tax counsel that the method of allocation provided herein violates the Code or Regulations. The Manager shall notify each Member of any change in the method of allocating Company income or loss in accordance with this paragraph promptly after the occurrence thereof.

Article Seven

Interest and Compensation, Loans

Section 7.01 Interest and Compensation

No member will be credited with interest on his or her capital account, and, unless the other Members unanimously agree, no Member in his or her capacity as a member shall be entitled to any payments for services rendered on behalf of the Company.

Article Eight Certificates

Section 8.01 Form of Certificates

Member Certificates representing equity interest in the Company shall be in such form as shall be determined by the Members. Such Membership Certificates shall be signed by the Operating Manager(s). All Membership Certificates shall be consecutively numbered or otherwise identified. The name and address of the person to whom the Membership Certificates are issued, with the Capital Contribution and the rate of issue, shall be entered in the Membership Certificate Register of the Company. In case of a lost, destroyed or mutilated Membership Certificate, a new one may be issued upon such terms and indemnity to the Company as the Members may prescribe.

Article Nine

Transfer of Membership Interest

Section 9.01 Notification and Rights of Company and Other Members

Any Member proposing a transfer or assignment of any portion of his Membership Interest in the Company, shall first notify the Company and the other Members, in writing, of all the details and consideration for the proposed transfer or assignment. The Company, for the benefit of the remaining members, shall have the first right, for a period of thirty (30) days following receipt of such written notice, to elect in writing to acquire the equity by cancellation of the Certificate representing the referenced Membership Interest under the same terms and conditions first proposed by the withdrawing Member. If the Company declines to affirmatively elect in writing within such thirty (30) day period to exercise said option, then the remaining non-selling Members shall have the right, for an additional period of twenty (20) days following the expiration of the thirty (30) day period afforded to the Company, to acquire the equity interest under the same terms and conditions first proposed by the withdrawing Member.

The non-selling Members desiring to participate may proportionately (or in such proportions as the remaining Members agree) purchase such interest under the same terms and conditions first proposed by the withdrawing Member. The purchasing Member(s) shall have the option to purchase the certificate for cash or under the same terms and conditions first proposed by the withdrawing Member. In the event that neither the Company nor the non-selling Members affirmatively elect in writing within the referenced time periods to acquire the proposed equity interest, then the selling Member shall be entitled to proceed with the proposed transfer or assignment under the terms and conditions set forth in the transfer notice initially provided to the Company.

If the transfer or assignment is made as originally proposed and the other Members fail to approve the transfer or assignment by unanimous written consent, the transferee or assignee shall have no right to participate in the management of the business and affairs of the Limited Liability Company or to become a Member. The transferee or assignee shall only be entitled to receive the share of the profit or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

Section 9.02 Withdrawal by Member by Forced Sale

Any Member (the "Withdrawing Member") may at any time deliver a written notice to the other Members (the "Remaining Members") which contains an offer by the Withdrawing Member to purchase the Membership Interest owned by the Remaining Members or to sell the Membership Interest owned by the Withdrawing Member. The purchase price for the Membership Interest must be designated in the offer, but in no event, will the purchase price vary more than 10% from the price determined by operation of Section 9.03. In the alternative, the Remaining Members may offer to buy the Withdrawing Member's Membership Interest on identical terms. For sixty (60) days after the delivery of such notice by certified mail, the Remaining Members will have the option to:

- (a) accept the Withdrawing Member's offer to purchase the Remaining Member's interest in the Company; or
- (b) accept the Withdrawing Member's offer to sell its interest in the Company to the Remaining Members.

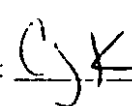
Failure by the Remaining Members to serve notice of an election to exercise one of the foregoing options within said sixty (60) day period will be deemed an affirmative acceptance of the Withdrawing Member's offer to purchase the Remaining Members' interest and the Withdrawing Member will have the exclusive right to purchase such interest as stated in the purchase offer. If either offer is accepted as provided in this paragraph, the closing of such purchase or sale will take place at the office of the Company within sixty (60) days after the end of said sixty (60) day period.

Section 9.03 Appraised Value

For purposes of this Agreement, *Appraised Value* means the price at which a willing seller would sell and a willing buyer would buy the Company's assets and business for cash, free and clear of all liens, without time constraints, and without being under any compulsion to buy or sell.

An appraisal of the fair market value of the Company required by this Agreement must be made as expeditiously as possible by a disinterested appraiser selected by the Company. In determining fair market value the appraisal will not take into account any discounts for lack of control or marketability. If any party disagrees with a valuation of his or her Membership Interest (*Objecting Party*) that results from an appraisal made by an appraiser selected by the Company, the Objecting Party may select a disinterested appraiser to make another appraisal as expeditiously as possible. If the two appraised values of the Objecting Party's units differ by less than 15% of the lower appraised value of the units, the average of the two appraised values will be the value of the units for purposes of this Agreement. If the two appraised values of the Objecting Party's units differ by greater than 15% of the lower appraised value of the units, then the two disinterested appraisers will select a third disinterested appraiser, who will determine the fair market value of the Company. The valuation made by the appraiser or appraisers finally chosen (or the average valuation described above) will be conclusive and bind all parties. The Objecting Party and the Company will share equally all costs of an appraiser.

Initials:  (Jason C. Wetzel)

Initials:  (Crystal J. Knoblock)

Article Ten

Books and Records

Section 10.01 Books and Records

The books and records of the company shall be kept at the principal office of the company or at such other places, within or without the state of organization, as the Members shall from time to time determine.

Section 10.02 Right of Inspection

Any Member of record shall have the right to examine, at any reasonable time or times those records that the Limited Liability Company is required to maintain by law. Such inspection may be made by any agent or attorney of the member. The Operating Manager(s) shall provide Members financial reports at least on an annual basis or as otherwise directed by any member at any time. In the event that a Member is unreasonable in his request for inspection or actual inspection, said Member shall pay to the Limited Liability Company those costs, including certified public accountant and attorney fees, incurred by the Limited Liability Company in complying with said Member's request, all in the discretion of the Operating Manager(s).

Section 10.03 Financial Records

All financial records shall be maintained and reported based on generally acceptable account practices.

Article Eleven

Distribution of Profits

Section 11.01 Distribution of Profits

The Members may from time to time unanimously declare, and the company may distribute, accumulated profits agreed not necessary for the cash needs of the Company's business to Members in proportion to their equity ownership/interest percentage as indicated on Exhibit A. Unless otherwise provided, retained profits shall be deemed an increase in capital contribution of the Company.

Article Twelve Officers

Section 12.01 Operating Manager(s)

The Operating Manager(s) [sometimes referred to as Manager(s)] shall be responsible for the general overall supervision of the business and affairs of the Company. Said Operating Manager(s) shall, when present, preside at all meetings of the Members. The Operating Manager(s) shall be designated by the Members at the annual meeting to serve for such time as determined by a majority vote of the Members. Said Operating Manager(s) may be terminated with or without cause by a majority vote of the Members. The Operating Manager(s), after proper vote by the members, may sign, on behalf of the Company, such deeds, mortgages, bonds, contracts or other instruments except in cases where the signing or execution thereof shall be expressly delegated by the Members; and, in general, he/she shall perform all duties as may be prescribed by the Members from time to time.

The specific authority and responsibility of the Operating Manager(s) shall also include the following:

- (a) The Operating Manager(s) shall effectuate this Operating Agreement and the Regulations and decisions of the Members.
- (b) The Operating Manager(s) shall direct and supervise the operations of the Company.
- (c) The Operating Manager(s), within such parameters as may be set by the Members, shall establish such charges for services and products of the Limited Liability Company as may be necessary to provide adequate income for the efficient operation of the Company.
- (d) The Operating Manager(s), within the budget established by the Members, shall set and adjust wages and rates of pay for all personnel of the Company and shall appoint, hire and dismiss all personnel and regulate their hours of work.
- (e) The Operating Manager(s) shall keep the Members advised in all matters pertaining to the operation of the Company, services rendered, operating income and expense, financial position, and, to this end, shall prepare and submit a report to the Members at each regular meeting and at others times as may be directed by the Members.
- (f) The Operating Manager(s) is authorized to make any transaction decision with a monetary value of \$ 10,000 or less. The Operating Manager(s) require majority approval of the Members for any transaction or decision with a monetary value exceeding \$10,001. Any transaction or decision exceeding 100,001 requires unanimous approval of the members.

Section 12.02 Other Officers

The Company may, at the discretion and unanimous vote of the Members, have additional Officers including, without limitation, one or more Vice-Operating Manager(s), one or more Secretaries and one or more Treasurers. Officers need not be selected from among the Members. One person may hold two or more offices. When the incumbent of an office is (as determined by the incumbent himself or by the Members) unable to perform the duties thereof, or when there is no incumbent of an office (both such situations referred to hereafter as the "absence" of the Officer), the duties of the office shall be performed by the person specified by the Members.

Section 12.03 Election and Tenure

The officers of the Company shall be elected annually by the Members at the annual meeting. Each Officer shall hold office from the date of his election until the next annual meeting and until his successor shall have been elected, unless he shall sooner resign or be removed by a majority vote of the members.

Section 12.04 Resignations and Removal

Any Officer may resign at any time by giving written notice to the Operating Manager(s) or to all of the Members, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any Officer may be removed at any time by the majority vote of the Members with or without cause.

Section 12.05 Vacancies

A vacancy in any office may be filled for the unexpired portion of the term by the Members.

Section 12.06 Salaries

The salaries of the officers shall be fixed from time to time by the unanimous vote of the Members and no officer shall be prevented from receiving such salary by reason of the fact that he/she is also a Member of the Company.

Section 12.07 Appointment of Initial Operating Manager(s)

The following person(s) are hereby appointed to serve as the initial Operating Manager(s) until the first annual meeting of the Members:

Jason C. Wetzel

Article Thirteen

Miscellaneous

Section 13.01 Competing Business

Each Member agrees that during the term of this Agreement and for a period of 2 years thereafter, Member will not, directly or through subcontractor, individually or jointly, directly or indirectly, whether as employer, employee, operator, agent, independent contractor, owner, stockholder, investor, partner or otherwise, conduct, engage in or be related to any business or enterprise in competition or business that the Company is now engaged in or becomes within 15 miles of where Company operates. Member agrees that this covenant not to compete is reasonable and necessary to protect Company's legitimate business interests, including, without limitation, the confidential business or professional information and trade secrets of Company, the substantial relationships between Company and its clients or customers, and the goodwill of Company. Member also agrees that the 2-year duration and geographic scope of this covenant not to compete are reasonable. Member further agrees that the enforcement of this covenant not to compete, whether by injunctive relief, damages, or otherwise, is in no way contrary to the public health, safety and welfare.

Section 13.02 Intellectual Property

Member agrees that any idea, invention, discovery, development, design, technique, improvement, plan, work of authorship, enhancement, documentation, writings, drawings, presentations, business plans, budgets, research processes, photographs, negatives, image files, slides, data and any and all other work product giving rise to proprietary rights, whether tangible or intangible, developed by Member, solely or jointly with others, resulting from services provided by Member to the Company pursuant to this Agreement or otherwise (collectively "Work Product") that he or she generates related to the Company pursuant to this Agreement (including any extension thereof) and all right, title and interest, including but not limited to all rights under copyright law in that Work Product shall vest in and be owned exclusively by the Company immediately on its creation and regardless of the stage of its completion. Member acknowledges and agrees that Work Product developed in the United States will be a Work for Hire as such term is defined under the copyright laws of the United States. To the extent that any right, title and interest, including but not limited to all rights under copyright law, do not automatically vest in the Company under this Agreement or pursuant to applicable law, and for greater certainty, Member does hereby irrevocably sell, assign, grant and transfer

Section 13.03 Insurance

The Company can obtain and maintain \$175,000 life insurance on the life of each member if the members agree to do so and the proceeds from such a policy will go to the company to maintain functionality of the company.

Section 13.04 Notice

Any notice required or permitted to be given pursuant to the provisions of the Statute, the Articles of Organization of the Limited Liability Company or this Operating Agreement shall be effective as the date personally delivered, or if sent by mail, on the date deposited with United States Postal Service, prepaid and addressed to the intended receiver at his last known address as shown in the records of the Limited Liability Company.

Section 13.05 Waiver of Notice

Whenever any notice is required to be given pursuant to the provisions of the Statute, the Articles of Organization of the Limited Liability Company or this Operating Agreement, a waiver thereof, in writing, signed by the persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 13.06 Indemnification of Company

The Limited Liability Company may indemnify any person who was or is a party defendant or is threatened to be made a party defendant to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Limited Liability Company) by reason of the fact that he/she is or was a Member of the Company, Officer, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by him in connection with such action, suit or proceeding if the Members determine that he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interest of the Limited Liability Company, and with respect to any criminal action or proceeding, has no reasonable cause to believe his conduct was 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 itself create a presumption that the person did or did not act in good faith and in a manner which he/she reasonably believed to be in the best interest of the Limited Liability Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 13.07 Indemnification Funding

The Company shall fund the indemnification obligations to such extent as the Members may from time to time deem proper.

Section 13.08 Duality of Interest Transactions

Members of this Company have a duty of undivided loyalty to this Company in all matters affecting this Company's interests.

Section 13.09 Anticipated Transactions

Notwithstanding the provisions of Section 13.08, it is anticipated that the Members and officers will have other legal and financial relationships. Representatives of this Company, along with representatives of other entities, may from time to time, participate in the joint development of contracts and transactions designed to be fair and reasonable to each

participant and to afford an aggregate benefit to all participants. Therefore, it is anticipated that this Company will desire to participate in such contracts and transactions and, after ordinary review for reasonableness, that the participation of the Company in such contracts and transactions may be authorized by the majority vote of the Members.

Section 13.10 Gender and Number

Whenever the context requires, the gender of all words used herein shall include the masculine, feminine and neutral, and the number of all words shall include the singular and plural thereof.

Section 13.11 Articles of other Headings

The Articles and other headings contained in this Operating Agreement are for reference purposes only and shall not affect the meaning or interpretation.

Section 13.12 Reimbursement of Officers and Members

Officers and Members shall receive reimbursement for expenses reasonably incurred in the performance of their duties.

Section 13.13 Beneficiary Designation

Each Member shall have the right to designate a beneficiary of their membership interest in the limited liability company in the event of their death. The successor to such interest shall be deemed a Member of the Company and shall have all of the rights, privileges and other benefits afforded to members under this Agreement.

Section 13.14 Death or Incapacity of a Member

In the event of the death or incapacity of a Member, the Member's legal representative may exercise all of the Member's rights for the purpose of settling the Member's estate or administering the Member's property or property rights. The incapacity of the Member shall be established by the methodology set forth in the power of attorney, trust, bylaws or operating agreement by which the Member's legal representative attained his, her or its authority to act as legal representative for the Member. If no such methodology is set forth in the authorizing instrument, incapacity may be established by order of a court of competent jurisdiction.

Section 13.15 Amendments

This Operating Agreement may be altered, amended, restated, or repealed and a new Operating Agreement may be adopted by unanimous consent of all of the Members, after notice and opportunity for discussion of the proposed alteration, amendment, restatement, or repeal.

Section 13.16 Duration of Company

The period of duration of this Company shall be indefinite and upon the death of any Member, the remaining Members of the Company shall have the right to continue the business on the death, retirement, resignation, expulsion, bankruptcy or dissolution of a

member or occurrence of any other event which terminates the continued membership of a Member in the company as provided in this Operating Agreement.

Section 13.17 Counterparts and Facsimiles

This Agreement may be executed in two or more counterparts, all of which taken together shall constitute one instrument. A facsimile copy of a signature on any counterpart of this Agreement shall be acceptable and deemed to be an original signature.

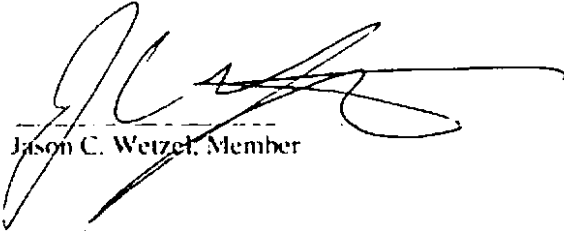
Section 14.1 Dissolution. Events of Dissolution. The Company shall be dissolved on the first to occur of (a) the unanimous written consent of the Members or (b) the entry of a decree of judicial dissolution under the Act.

Section 15.1. Applicable Laws. This Operating Agreement and the rights and duties of the Members hereunder shall be governed, interpreted, and construed in accordance with the laws of the State of Florida, without regard to principles of choice of law.

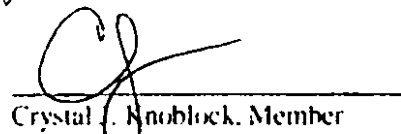
Section 16.1 Entire Agreement. This Operating Agreement constitutes the sole operating agreement among the Members and supersedes and cancels any prior agreements, representations, warranties, or communications, whether oral or written, between the Members relating to the affairs of the Company and the conduct of the Company's business.

CERTIFICATE OF MEMBERS AND MANAGER(S)

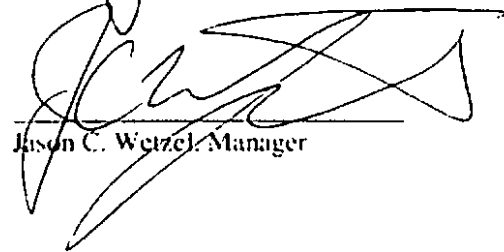
The undersigned, being all of the Members and Manager(s) of Susie's Beauties LLC hereby evidence their adoption and ratification of the foregoing Operating Agreement of the Company as of the day and year first above written.



Jason C. Wetzel, Member



Crystal J. Knoblock, Member



Jason C. Wetzel, Manager