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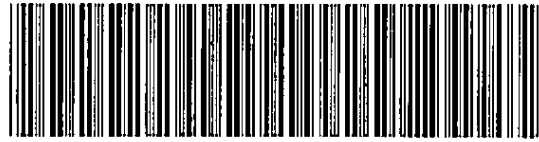
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2019 OCT -7 PM 12:19
SECRETARY OF STATE
TALLAHASSEE, FL 32399

COVER LETTER

TO: New Filing Section
Division of Corporations

SUBJECT: J.E.M. Holdings and Properties LLC
Name of Limited Liability Company

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

Please return all correspondence concerning this matter to the following:

Matthew Morrissey
Name of Person

J.E.M. Holdings and Properties LLC
Firm/Company

2016 Highland AVE
Address

Durango, CO 81301
City/State and Zip Code

Matt.Morrissey@yahoo.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Matthew Morrissey at (970) 247-5798
Name of Person Area Code Daytime Telephone Number

Enclosed is a check for the following amount:

- ☐ \$125.00 Filing Fee ☒ \$130.00 Filing Fee & Certificate of Status ☐ \$155.00 Filing Fee & Certified Copy (additional copy is enclosed) ☐ \$160.00 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed)

Mailing Address

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

Street Address

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

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

J.E.M. Holdings and Properties LLC
(Must contain the words "Limited Liability Company," "L.L.C.," or "LLC.")

ARTICLE II - Address:

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

Principal Office Address:

2016 Highland Ave
Deerfield CO 81301

Mailing Address:

2016 Highland Ave
Deerfield CO 81301

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

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

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

Kathleen Morrissey
Name
1972 Cascades Drive #3
Florida street address (P.O. Box **NOT** acceptable)
Naples FL 34112
City State Zip

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S..

Kathleen Morrissey
Registered Agent's Signature (REQUIRED)

(CONTINUED)

2019 OCT - 7 PM 12
TALLAHASSEE, FL 32301

ARTICLE IV-

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

Title:

"AMBR" = Authorized Member

"MGR" = Manager

AMBR

MGR

Name and Address:

Kathleen Morrissey
1972 Cascades Drive #3
Naples, FL 34112

Matthew Morrissey
2016 Highland Ave
Perango, CO 81301

(Use attachment if necessary)

ARTICLE V: Effective date, if other than the date of filing: _____ (OPTIONAL)

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

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

ARTICLE VI: Other provisions, if any.

REQUIRED SIGNATURE:



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

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

Matthew Morrissey

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
J.E.M. Holdings and Properties, LLC**

This Operating Agreement (the "Agreement") is made by and among and those persons (the "Members") whose names are listed on Exhibit A. In consideration of the mutual covenants and conditions herein, the Members agree as follows:

**ARTICLE I
ORGANIZATION**

1.1 Formation. The Members have formed a limited liability company under the Florida Limited Liability Company Act by filing Articles of Organization with the Florida Secretary of State.

1.2 Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida, including the Florida Limited Liability Company Act, (the "Act") as amended from time to time, without regard to Florida's conflicts of laws principles. The rights and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that any provision of this Agreement is inconsistent with any provision of the Act, this Agreement shall govern to the extent permitted by the Act.

1.3 Name. The name of the company shall be "J.E.M. HOLDINGS AND PROPERTIES, LLC" (the "Company"). The business of the Company may be conducted under that name or, on compliance with law, any other name the Voting Members (as defined in Section 2.2) deem appropriate or advisable. The Voting Members on behalf of the Company shall file any documents concerning the name that they consider appropriate or advisable.

1.4 Term. The term of the Company commenced on the filing of the Articles of Organization and shall be perpetual unless dissolved as provided in this Agreement.

1.5 Office and Agent. The principal office of the Company shall be at such place or places of business within or without the State of Florida as the Voting Members determine. The initial principal office of the Company is located at **1972 Cascades Drive, #3, Naples, FL 34112**. The Company shall continuously maintain a registered agent in the State of Florida as required by the Act. The initial registered agent of the Company shall be **Kathleen Morrissey**, whose mailing address shall be **1972 Cascades Drive, #3, Naples, FL 34112**.

1.6 Purpose of Company. The purpose of the Company is to engage in all lawful business activities, as authorized by the Act.

**ARTICLE II
MEMBERSHIP INTERESTS, MANAGEMENT, AND VOTING**

instrument purporting to convey or encumber any or all of the property of the Company;

(f) prepay in whole or in part, refinance, recast, increase, modify, or extend any liabilities; affecting the property of the Company and, in connection therewith, execute any extensions or renewals of encumbrances on any or all of the property of the Company;

(g) care for and distribute funds to the Members by way of cash, income, return of capital, or otherwise, all in accordance with the provisions of this Agreement, and perform all matters in furtherance of the objectives of the Company or this Agreement;

(h) contract on behalf of the Company for the employment and services of employees and/or independent contractors, such as lawyers, accountants, and investment advisors, and delegate to such Persons the duty to manage or supervise any of the assets or operations of the Company;

(i) engage in any kind of activity and perform and carry out contracts of any kind necessary or incidental to, or in connection with, the accomplishment of the purposes of the Company as may be lawfully carried on or performed by a limited liability company under the laws of each state in which the Company is then formed or qualified;

(j) take, or refrain from taking, all actions not expressly proscribed or limited by this Agreement as may be necessary or appropriate to accomplish the purposes of the Company;

(k) institute, prosecute, defend, settle, compromise, and dismiss lawsuits or other judicial or administrative proceedings brought on or in behalf of, or against, the Company or the Unitholders in connection with activities arising out of, connected with, or incidental to this Agreement and to engage counsel or others in connection therewith;

(l) establish reserves for debts, liabilities, and obligations of the Company (whether accrued, contingent, or otherwise) and for capital improvements to the Company's property and for any other contingencies that the Manager determines are necessary;

(m) to reinstate the Company if it is administratively dissolved; and

(n) take such other action and perform such other services as are necessary, customary, or appropriate for the operation of the Company.

2.5 Restrictions on Authority of Manager. Notwithstanding the provisions of Section 2.4, the Manager may not cause the Company to do any of the following without obtaining the prior written consent of a majority ("majority" shall be defined as a simple majority of greater than fifty percent (50%)) of the Voting Members, unless otherwise specified:

(a) sell, exchange, or otherwise dispose of (other than by way of a pledge, mortgage, deed of trust, or trust indenture) all or substantially all of the Company's assets;

(b) be a party to a merger with or conversion to another entity;

2.11 New Members. The Voting Members may issue additional Voting Capital and thereby admit a new Member or Members, as the case may be, to the Company, only if such new Member: (i) is approved unanimously by the Voting Members; (ii) delivers to the Company his required Capital Contribution; (iii) agrees in writing to be bound by the terms of this Agreement by becoming a party hereto; and (iv) delivers such additional documentation as the Voting Members shall reasonably require to admit such new Member to the Company.

Upon the admission of a new Member or Members, as the case may be, to the Company, the capital accounts of Members, and the calculations that are based on the capital accounts, shall be adjusted appropriately.

2.12 Authority to Bind. Unless authorized to do so by this Agreement or by the Manager(s) in writing, no attorney-in-fact, employee, or other agent shall have any power or authority to bind the Company in any way, to pledge its credit, or to render the Company liable financially or otherwise for any purpose. No Member shall have any power to bind the Company unless such Member is also a Manager or has been authorized by the Manager(s) to act as agent of the Company in accordance with the previous sentence of this Section 2.12.

2.13 Liability of Members and Managers. All debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member or Manager shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or acting as a Manager of the Company.

ARTICLE III CAPITAL ACCOUNTS

3.1 Initial Capital or Service Contributions. At the time each original Member executes this Agreement, said Member shall make an initial capital or service contribution "Capital Contribution" or "Service Contribution" to the Company in the amount shown on Exhibit A.

3.2 Capital Accounts. A separate capital account shall be maintained for each Member's ownership interest in Voting Capital ("Voting Capital Account").

The capital account of each Member shall be increased by (i) the amount of any cash and the fair market value of any property contributed to the Company by such Member (net of any liability secured by such contributed property that the Company is considered to assume or take subject to), and (ii) the amount of income or profits allocated to such Member.

The capital account or accounts of each Member shall be reduced by (i) the amount of any cash and the fair market value of any property distributed to the Member by the Company (net of liabilities secured by such distributed property that the Member is considered to assume or take subject to on account of his ownership interest), and (ii) the amount of expenses or loss allocated to the Member. If any property other than cash is distributed to a Member, the Capital Accounts of the Members shall be adjusted as if the Company had instead sold the property for a price equal to its fair market value and the proceeds distributed.

Company, and each Member hereby agrees neither to dispute such action nor the obligation of the Company created thereby.

4.2 Meetings of Voting Members. No regular, annual, special or other meetings of Voting Members are required to be held. Any action that may be taken at a meeting of Voting Members may be taken without a meeting by written consent in accordance with the Act. Meetings of the Voting Members, for any purpose or purposes, may be called at any time by a majority of the Voting Members, or by the President of the Company, if any. The Voting Members may designate any place as the place of meeting for any meeting of the Voting Members. If no designation is made, the place of meeting shall be the principal place of business of the Company.

4.3 Notice of Meetings. In the event that a meeting of the Voting Members is called, written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than five (5) nor more than sixty (60) business days before the date of the meeting unless otherwise provided, either personally or by mail, by or at the direction of the Members calling the meeting, to each Voting Member. Notice of a meeting need not be given to any Voting Member who signs a waiver of notice or a consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such Voting Member.

4.4 Record Date. For the purpose of determining Voting Members entitled to notice of or to vote at any meeting of Voting Members or any adjournment thereof, the date on which notice of the meeting is provided shall be the record date for such determination of the Voting Members. When a determination of Voting Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

4.5 Quorum. Members holding at least fifty-one percent (51%) of the Voting Capital in the Company represented in person, by telephonic participation, or by proxy, shall constitute a quorum at any meeting of Voting Members. In the absence of a quorum at any such meeting, a majority of the Voting Members so represented may adjourn the meeting from time to time for a period not to exceed sixty days without further notice. However, if the adjournment is for more than sixty days, or if after the adjournment a new record date is fixed for another meeting, a notice of the adjourned meeting shall be given to each Voting Member. The Voting Members present at a duly organized meeting may continue to transact business only as previously provided on the agenda until adjournment, notwithstanding the withdrawal during such meeting of that number of Voting Members whose absence would cause less than a quorum.

4.6 Action by Written Consent. The Voting Members may take action without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the Voting Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Voting Members entitled to vote thereon were present and voted.

Voting Members shall hire an appraiser, at the Company expense, to determine fair market value.

Unless alternate agreement is reached by the Voting Members and the resigning Member, the Voting Members, other than the resigning Member, may elect, by written notice that is provided to the resigning Member within thirty (30) days after the resignation date, for the Company to purchase the resigning Member's Interest (whether the interest is being purchased at book value or fair market value) in four (4) equal annual installments, with the first installment being due sixty (60) days after the Member's resignation.

6.2 Death of a Member.

(a) Upon the death of an original Member to this Agreement, the deceased Member's estate shall be entitled to receive from the Company all of the deceased original Member's Ownership Interest, or, in exchange for all of the deceased original Member's Ownership Interest, the fair market value of the deceased original Member's Ownership Interest, adjusted for profits and losses to the date of death. Fair market value may be determined informally by a unanimous good-faith agreement of all of the remaining Voting Member(s). In the absence of an informal agreement as to fair market value, the remaining Voting Member(s) shall hire an appraiser, at the Company expense, to determine fair market value.

(b) Upon the death of the surviving original Member to this Agreement, the estate of the the surviving original Member shall be entitled to receive from the Company all of the deceased original Member's Ownership Interest, or in exchange for all of the deceased surviving original Member's Ownership Interest, the fair market value of the deceased surviving original Member's Ownership Interest, adjusted for profits and losses to the date of death. Fair market value may be determined informally by a unanimous good-faith agreement of all of the remaining Voting Member(s), if any, or by the agent appointed to act on behalf of the deceased surviving original Members of the Company. In the absence of an informal agreement as to fair market value, the remaining Voting Member(s), or agent, shall hire an appraiser, at the Company expense, to determine fair market value.

(c) Upon the death of a subsequent new Member added to this Agreement, the new Member's estate or beneficiary or beneficiaries, as the case may be, shall be entitled to receive from the Company all of the deceased original Member's Ownership Interest, in exchange for all of the deceased new Member's Ownership Interest, the fair market value of the deceased new Member's Ownership Interest, adjusted for profits and losses to the date of death. Fair market value may be determined informally by a unanimous good-faith agreement of all of the Voting Members. In the absence of an informal agreement as to fair market value, the Voting Members shall hire an appraiser, at the Company expense, to determine fair market value.

The Voting Members may elect, by written notice that is provided to the deceased new Member's estate or beneficiary or beneficiaries, within thirty (30) days after the new Member's death, to have the Company purchase the deceased new Member's Ownership Interest over a one-year (1 year) period, in four (4) equal installments, with the first installment being due sixty (60) days after the new Member's date of death.

The aggregate dollar amount of the Transfer Purchase Price shall be payable on the Company Closing Date or on the Member Closing Date, as the case may be, unless the Company or the purchasing Voting Members shall elect by written notice that is delivered to the Offering Member, prior to or on the Company Closing Date or the Member Closing Date, as the case may be, to purchase such Offered Interest in four (4) equal annual installments, with the first installment being due on the Closing Date.

If the Company or the other Voting Members fail to accept the Offer or, if the Offer is accepted by the Company or the other Voting Members and the Company or the other Voting Members fail to purchase all of the Offered Interest at the Transfer Purchase Price within the time and in the manner specified, then the Offering Member shall be free, for a period (hereinafter referred to as the "Free Transfer Period") of sixty (60) days from the occurrence of such failure, to transfer the Offered Interest to a Transferee; provided, however, that if all of the other Voting Members other than the Offering Member do not approve of the proposed transfer by unanimous written consent, the Transferee of the Offered Interest shall have no right to become a Member or to participate in the management of the business and affairs of the Company as a Member or Manager, and shall only have the rights of an assignee and be entitled to receive the share of profits and the return of capital to which the Offering Member would otherwise have been entitled. A Transferee shall be admitted as a Member of the Company, and as a result of which he or she shall become a substituted Member, with the rights that are consistent with the membership interest that was transferred, only if such new Member (i) is approved unanimously by the Voting Members; (ii) delivers to the Company any required capital contribution; (iii) agrees in writing to be bound by the terms of this Agreement by becoming a party hereto.

If the Offering Member shall not transfer the Offered Interest within the Free Transfer Period, his or her right to transfer the Offered Interest pursuant to the Offer, free of the foregoing restrictions, shall thereupon cease and terminate.

6.4 Involuntary Transfer of a Membership Interest. A creditor's charging order or lien on a Member's membership interest, bankruptcy of a Member, or other involuntary transfer of Member's membership interest, shall constitute a material breach of this Agreement by such Member. The creditor, transferee or other claimant, shall only have the rights of an assignee, and shall have no right to become a Member, or to participate in the management of the business and affairs of the Company as a Member or Manager under any circumstances, and shall be entitled only to receive the share of profits and losses, and the return of capital, to which the Member would otherwise have been entitled. The Voting Members, including a Voting Member whose interest is the subject of the charging order, lien, bankruptcy, or involuntary transfer, may unanimously elect, by written notice that is provided to the creditor, transferee or other claimant, at any time, to purchase all or any part of membership interest that was the subject of the creditor's charging order, lien, bankruptcy, or other involuntary transfer, at a price that is equal to one-half (½) of the book value of such interest, adjusted for profits and losses to the date of purchase. The Members agree that such valuation is a good-faith attempt at fixing the value of the interest, after taking into account that the interest does not include all of the rights of a Member or Manager, and after deducting damages that are due to the material breach of this Agreement.

their becoming available a copy of the Company's federal, state and local income tax or information returns for each Fiscal Year.

7.3 Accountings. As soon as is reasonably practicable after the close of each Fiscal Year, the Voting Members shall make or cause to be made a full and accurate accounting of the affairs of the Company as of the close of that Fiscal Year and shall prepare or cause to be prepared a balance sheet as of the end of such Fiscal Year, a profit and loss statement for that Fiscal Year and a statement of Members' equity showing the respective Capital Accounts of the Members as of the close of such Fiscal Year and the distributions, if any, to Members during such Fiscal Year, and any other statements and information necessary for a complete and fair presentation of the financial condition of the Company, all of which shall be furnished to each Member. In addition, the Company shall furnish to each Member financial information regarding the Company that is necessary for such Member to complete such Member's federal and state income tax returns. The Company shall also furnish a copy of the Company's tax returns to any Member requesting the same. On such accounting being made, profits and losses during such Fiscal Year shall be ascertained and credited or debited, as the case may be, in the books of account of the Company to the respective Members as herein provided.

7.4 Filings. The Voting Members, at Company expense, shall cause the income tax returns for the Company to be prepared and timely filed with the appropriate authorities. The Voting Members, at Company expense, shall also cause to be prepared and timely filed with appropriate federal and state regulatory and administrative bodies amendments to, or restatements of, the Articles of Organization and all reports required to be filed by the Company with those entities under the Act or other then current applicable laws, rules, and regulations. If the Company is required by the Act to execute or file any document and fails, after demand, to do so within a reasonable period of time or refuses to do so, any Member may prepare, execute and file that document with the Florida Secretary of State.

7.5 Accounts. The Company shall maintain its funds in one or more separate bank accounts in the name of the Company, and shall not permit the funds of the Company to be mingled in any fashion with the funds of any other person.

7.6 Tax Matters Partner. The Voting Members may, in their exclusive discretion, appoint, remove and replace a Tax Matters Partner at any time or times. The Voting Members shall from time to time cause the Company to make such tax elections as they deem to be in the interests of the Company and the Members generally. The Tax Matters Partner, as defined in Internal Revenue Code Section 6231, shall represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities, including resulting judicial and administrative proceedings, and shall expend the Company funds for professional services and costs associated therewith.

ARTICLE VIII DISSOLUTION AND WINDING UP

8.1 Dissolution. The Company shall be dissolved, its assets shall be disposed of, and its

provided in this Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of such Member's positive Capital Account balance and shall have no recourse for such Member's Capital Contribution or share of profits (on dissolution or otherwise) against any other Member.

8.8 Statement of Dissolution. The Voting Members conducting the winding up of the affairs of the Company shall cause to be filed in the office of, and on a form prescribed by the Florida Secretary of State, a Statement of Dissolution of the Articles of Organization on the completion of the winding up of the affairs of the Company.

ARTICLE IX EXCULPATION AND INDEMNIFICATION

9.1 Exculpation of Members. No Member shall be liable to the Company or to the other Members for damages or otherwise with respect to any actions taken or not taken in good faith and reasonably believed by such Member to be in or not opposed to the best interests of the Company, except to the extent any related loss results from fraud, gross negligence or willful or wanton misconduct on the part of such Member or the material breach of any obligation under this Agreement or of the fiduciary duties owed to the Company or the other Members by such Member.

9.2 Indemnification by Company. The Company shall indemnify, hold harmless and defend the Members, in their capacity as Members, Managers, or officers, from and against any loss, expense, damage or injury suffered or sustained by them by reason of any acts or omissions arising out of their activities on behalf of the Company or in furtherance of the interests of the Company, including but not limited to any judgment, award, settlement, reasonable attorneys' fees and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim, if the acts or omissions were not performed or omitted fraudulently or as a result of gross negligence or willful misconduct by the indemnified party. Reasonable expenses incurred by the indemnified party in connection with any such proceeding relating to the foregoing matters may be paid or reimbursed by the Company in advance of the final disposition of such proceeding upon receipt by the Company of (i) written affirmation by the person requesting indemnification of its good-faith belief that it has met the standard of conduct necessary for indemnification by the Company and (ii) a written undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined by a court of competent jurisdiction that such person has not met such standard of conduct, which undertaking shall be an unlimited general obligation of the indemnified party but need not be secured.

9.3 Insurance. The Company shall have the power to purchase and maintain insurance on behalf of any person who is or was a Member or an agent of the Company against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as a Member or an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under Sections of this Article or under applicable law.

Should a dispute arise regarding this Agreement, one party shall give written notice to the other

Section shall control.

In any final award and/or order, the arbitrator shall apportion all the costs (including attorney's fees) incurred in conducting the arbitration in accordance with what the arbitrator deems just and equitable under the circumstances.

Discovery shall not be permitted in such arbitration except as allowed by the Rules, or as otherwise agreed to by all the parties of the Member Dispute. Notwithstanding, the Members agree to make available to one another and to the Arbitrator, for inspection and photocopying, all documents, books and records, if determined by the Arbitrator to be relevant to the dispute. The Members agree, unless undue hardship exists, to conduct arbitration hearings to the greatest extent possible on consecutive business days and to strictly observe time periods established by the Rules or by the Arbitrator for the submission of evidence and of briefs.

The Arbitrator shall have all powers of law and equity, which it can lawfully assume, necessary to resolve the issues in dispute including, without limiting the generality of the foregoing, making awards of compensatory damages, issuing both prohibitory and mandatory orders in the nature of injunctions and compelling the production of documents and witnesses for presentation at the arbitration hearings on the merits of the case. The Arbitrator may not award special, indirect, consequential or punitive damages. The decision of the Arbitrator shall be in written form and state the reasons upon which it is based. The law of the State of Florida shall govern in interpreting their respective rights, obligations and liabilities arising out of or related to the transactions provided for or contemplated by this Agreement.

10.3 Courts. Any action or proceeding subsequent to any Award rendered by the arbitrator in the Member Dispute, including, but not limited to, any action to confirm, vacate, modify, challenge or enforce the arbitrator's decision or award shall be filed in the Florida courts. Florida law shall apply in any such subsequent action or proceeding. All litigation expenses, collection fees, witness fees, court costs and attorney fees shall be paid by the non-prevailing party.

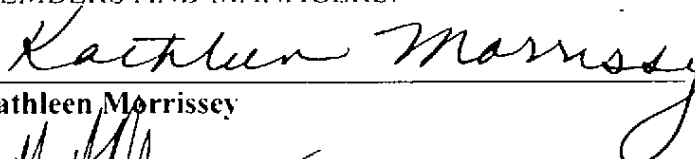
ARTICLE XI MISCELLANEOUS

11.1 Authority. This Agreement constitutes a legal, valid and binding agreement of the Member, enforceable against the Member in accordance with its terms. The Member is empowered and duly authorized to enter into this Agreement (including the power of attorney herein) under every applicable governing document, trust instrument, pension plan, articles of organization, written consents provision, or the like.

11.2 Notices. Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile if receipt is acknowledged by the addressee, one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or five business days after being mailed by first class mail, charges and postage prepaid, properly addressed to the party to receive such notice at the following address, or such other address as shall have been designated in

IN WITNESS WHEREOF, the parties have executed and adopted this Agreement as of the date of the last party to sign on the first day of October, 2019, with the parties hereto adopting an effective date of 10/1, 2019.

MEMBERS AND MANAGERS:


Kathleen Morrissey

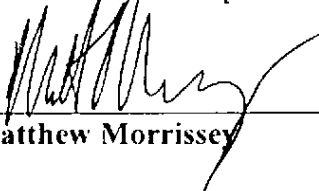

Matthew Morrissey

EXHIBIT A
MEMBERS, CONTRIBUTIONS, OWNERSHIP & VOTING INTERESTS

Member Name	Kathleen Morrissey
Initial Capital Contribution	see company's books
Ownership Percentage	90%
Percent Voting Interest	51%
Share of Total Capital	90%
Allocation of Profits and Losses	90%

Member Name	Matthew Morrissey
Initial Capital Contribution	see company's books
Ownership Percentage	10%
Percent Voting Interest	49%
Share of Total Capital	10%
Allocation of Profits and Losses	10%