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Email Address: victoriamessinaflorida@gmail.comFLORIDA LIMITED LIABILITY CO.
MESSINA LAND HOLDINGS LLC

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**ARTICLES OF ORGANIZATION
OF
MESSINA LAND HOLDINGS, LLC**

The undersigned hereby executes and acknowledges these Articles of Organization for the purpose of becoming a limited liability company under the laws of the State of Florida, providing for the formation, rights, privileges and immunities of limited liability companies for profit and hereby adopt the following Articles of Organization for such limited liability company:

ARTICLE I
Name and Principal Office

The name of this limited liability company is **MESSINA LAND HOLDINGS, LLC**, and its principal office is located at **11340 Dead River Road, Tavares, FL 32778** and mailing address is **11340 Dead River Road, Tavares, FL 32778**.

ARTICLE II
Duration

The existence of this limited liability company shall be perpetual, commencing upon the filing of the Articles of Organization by the Florida Department of State.

ARTICLE III
Purpose

The purpose of this limited liability company is to engage in any activity or business permitted under the laws of the United States and the State of Florida.

ARTICLE IV
Continuation of Business

If the members do not elect to dissolve this company within ninety (90) days after the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member or the occurrence of any other event which terminates the continued membership of a member in this company, then this company shall not be dissolved by reason of such event, its affairs shall not be wound up, and it shall remain in existence as a limited liability company under the laws of the State of Florida.

ARTICLE V
Membership

The members of this limited liability company have the right to admit additional members to this organization upon the unanimous consent of those individuals or entities who are members prior to the admission of the new member. However, the transferee or assignee shall not be entitled to become a member or participate in the business and affairs of this limited company unless the transfer or assignment is approved by the unanimous consent of the members not proposing to transfer or assign their interests.

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ARTICLE VI
Dissolution

The limited liability company will dissolve as provided in the Operating Agreement executed by and among the members.

ARTICLE VII
Management

This organization is to be managed by a manager or managers elected by a majority interest of its members. The initial manager(s), who shall serve until the earlier of their deaths, resignations, replacements or until the first annual meeting of members and their successors are elected and qualified, shall be: **VICTORIA MESSINA**.

ARTICLE VIII
Amendment of Articles of Organization and Operating Agreement

These Articles of Organization and the Company's Operating Agreement may be amended at any time by the members.

ARTICLE IX
Initial Registered Office and Agent

The address of the initial registered office of this limited liability company is 11340 Dead River Road, Tavares, FL 32778. The name of the Registered Agent of this limited liability company is **VICTORIA MESSINA** at the above office address.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Organization of this Limited Liability Company this 23 day of October, 2019.


VICTORIA MESSINA

ACCEPTANCE OF APPOINTMENT OF REGISTERED AGENT

VICTORIA MESSINA, having been named as registered agent to accept service of process for **MESSINA LAND HOLDINGS, LLC**, a Florida limited liability company, hereby agrees and consents to act in that capacity. The undersigned is familiar with and accepts the duties and obligations of the position of registered agent.

DATED this 23 day of October, 2019.


VICTORIA MESSINA

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OPERATING AGREEMENT
of
MESSINA LAND HOLDINGS, LLC
(A Florida Limited Liability Company)

THIS OPERATING AGREEMENT (the "Operating Agreement") is entered into by the undersigned (the "Member"), effective as of the 23 day of October, 2019.

RECITAL

The Member desires to form **MESSINA LAND HOLDINGS, LLC**, a limited liability company (the "Company"), under the Florida Limited Liability Company Act for the purposes set forth herein, and, accordingly, desires to enter into this Operating Agreement in order to set forth the terms and conditions of the business and affairs of the Company and to determine the rights and obligations of its Member.

NOW, THEREFORE, the Member, intending to be legally bound by this Operating Agreement, hereby agrees that the limited liability company operating agreement of the Company shall be as follows:

ARTICLE I
DEFINITIONS

When used in this Operating Agreement, the following terms shall have the meanings set forth below.

- 1.1 "Act" means the Florida Revised Limited Liability Company Act, as amended from time to time, Chapter 605, Florida Statutes (or the corresponding provision(s) of any succeeding law).
- 1.2 "Capital Contribution(s)" means the amount of cash and the agreed value of property, services rendered, or a promissory note or other obligation to contribute cash or property or to perform services contributed by the Member for such Member's interest in the Company, equal to the sum of the Member's initial Capital Contributions plus the Member's additional Capital Contributions, if any.
- 1.3 "Code" means the Internal Revenue Code of 1986 and the regulations promulgated thereunder, as amended from time to time (or any corresponding provision or provisions of succeeding law).
- 1.4 "Member" means the undersigned or the assignee or transferee of the Member pursuant to this Operating Agreement.
- 1.5 "Person" means any individual, partnership, firm, corporation, limited liability company, joint-stock company, trust or other entity.

ARTICLE II **FORMATION**

- 2.1 Organization. The Member hereby organizes the Company as a single-member Florida limited liability company pursuant to the provisions of the Act.
- 2.2 Effective Date. The Company shall come into being on, and this Operating Agreement shall take effect from, the date the Articles of Organization of the Company are filed with the Florida Department of State.
- 2.3 Operating Agreement; Invalid Provisions. The Member, by executing this Operating Agreement, hereby agrees to the terms and conditions of this Operating Agreement, as they may from time to time be amended. To the extent any provision of this Operating Agreement is prohibited or ineffective under the Act, this Operating Agreement shall be deemed to be amended to the least extent necessary in order to make this Operating Agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way to validate any provision of this Operating Agreement that was formerly invalid, such provision shall be considered to be valid from the effective date of such amendment or interpretation.

ARTICLE III **PURPOSE; NATURE OF BUSINESS**

- 3.1 Purpose; Nature of Business. The purpose of the Company shall be to engage in any lawful business that may be engaged in by a limited liability company organized under the Act, as such business activities may be determined by the Member from time to time. The Company shall have the authority to do all things necessary or convenient to accomplish its purpose and operate its business as described in this Section 3.1.
- 3.2 Powers. The Company shall have all powers of a limited liability company under the Act and the power to do all things necessary or convenient to accomplish its purpose and operate its business as described in Section 3.1 hereof.

ARTICLE IV **MEMBER AND CAPITAL**

- 4.1 Member and Initial Capital Contribution. The name, address and ownership of the Member shall be set forth on Schedule A attached hereto.
- 4.2 Additional Capital Contributions. The Member shall have no obligation to make any additional Capital Contributions to the Company. The Member may make additional Capital Contributions to the Company as the Member determines are necessary, appropriate or desirable.

ARTICLE V **DISTRIBUTIONS AND ALLOCATIONS**

- 5.1 Distributions and Allocations. All distributions of cash or other assets of the Company shall be made and paid to the Member at such time and in such amounts as the Member may determine. All items of income, gain, loss, deduction and credit shall be allocated to the Member.

ARTICLE VI **TAXATION**

- 6.1 Income Tax Reporting. The Member is aware of the income tax consequences of the allocations made by Article V hereof and hereby agrees to be bound by the provisions of Article V hereof in reporting the Member's share of Company income and loss for federal and state income tax purposes.
- 6.2 Disregarded as an Entity. Notwithstanding anything contained herein to the contrary, pursuant to Regulation 301.7701-3(b) under the Code, the Company shall be disregarded as an entity separate from the Member for federal and state income tax purposes unless and until the Member causes the Company to file an election pursuant to Regulation 301.7701-3(c) under the Code.

ARTICLE VII **RIGHTS, POWER AND AUTHORITY OF THE MEMBER**

- 7.1 Management by the Manager. The Manager shall have the full and exclusive right, power and authority to manage the affairs of the Company and to bind the Company, to make all decisions with respect thereto and to do or cause to be done any and all acts or things deemed by the Manager to be necessary, appropriate or desirable to carry out or further the business of the Company. The current Manager, **VICTORIA MESSINA**, shall continue as Manager until the earlier of Manager's death, resignation or the election of a new manager by a majority interest of the Members.

ARTICLE VIII **DISSOLUTION AND WINDING UP**

- 8.1 Events of Dissolution. The Company shall be dissolved upon the first to occur of (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under the Act.

ARTICLE IX **BOOKS AND RECORDS**

- 9.1 Books and Records. The Member shall keep, or cause to be kept, at the principal place of business of the Company true and correct books of account, in which shall be entered fully

and accurately each and every transaction of the Company. The Company's taxable and fiscal years shall be the same as the taxable and fiscal years of the Member.

ARTICLE X

LIMITATION OF LIABILITY; INDEMNIFICATION

- 10.1 Limited Liability. Except as otherwise provided by the Act, the 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 the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Operating Agreement or the Act shall not be grounds for imposing personal liability on the Member for any debts, liabilities or obligations of the Company. Except as otherwise expressly required by law, the Member, in such Member's capacity as such, shall have no liability in excess of (a) the amount of such Member's net Capital Contributions, (b) such Member's share of any assets and undistributed profits of the Company, and (c) the amount of any distributions required to be returned pursuant to Section 605.0406 of the Act.
- 10.2 Indemnification. The Company (including any receiver or trustee of the Company) shall, to the fullest extent provided or allowed by law, indemnify, save harmless and pay all judgments and claims against the Member and each of the Member's agents, including but not limited to the manager(s), affiliates, heirs, legal representatives, successors and assigns (each, an "Indemnified Party") from, against and in respect of any and all liability, loss, damage and expense incurred or sustained by the Indemnified Party in connection with the business of the Company or by reason of any act performed or omitted to be performed in connection with the activities of the Company or in dealing with third parties on behalf of the Company, including costs and attorneys' fees before and at trial and at all appellate levels, whether or not suit is instituted (which attorneys' fees may be paid as incurred), and any amounts expended in the settlement of any claims of liability, loss or damage, *provided* that the act or omission of the Indemnified Party does not constitute fraud or willful misconduct by such Indemnified Party. The Company shall not pay for any insurance covering liability of the Member or the Member's agents, affiliates, heirs, legal representatives, successors and assigns for actions or omissions for which indemnification is not permitted hereunder; *provided, however*, that nothing contained herein shall preclude the Company from purchasing and paying for such types of insurance, including extended coverage liability and casualty and worker's compensation, as would be customary for any Person owning, managing and/or operating comparable property and engaged in a similar business or from naming the Member and any of the Member's agents, affiliates, heirs, legal representatives, successors or assigns or any Indemnified Party as additional insured parties thereunder.
- 10.3 Non-Exclusive Right. The provisions of this Article X shall be in addition to and not in limitation of any other rights of indemnification and reimbursement or limitations of liability to which an Indemnified Party may be entitled under the Act, common law, or otherwise. Notwithstanding any repeal of this Article X or other amendment hereof, its

provisions shall be binding upon the Company (subject only to the exceptions above set forth) as to any claim, loss, expense, liability, action or damage due to or arising out of matters which occur during or relate to the period prior to any such repeal or amendment of this Article X.

ARTICLE XI **AMENDMENT**

- 11.1 Amendment. This Operating Agreement may not be altered or modified except by the written consent of the Member.

ARTICLE XII **MISCELLANEOUS**

- 12.1 Binding Effect. This Operating Agreement shall be binding upon and inure to the benefit of the undersigned, its legal representatives, heirs, successors and assigns.
- 12.2 Applicable Laws. This Operating Agreement and the rights and duties of the Member hereunder shall be governed by, and interpreted and construed in accordance with, the laws of the State of Florida.
- 12.3 Headings. The article and section headings in this Operating Agreement are inserted as a matter of convenience and are for reference only and shall not be construed to define, limit, extend or describe the scope of this Operating Agreement or the intent of any provision.
- 12.4 Number and Gender. Whenever required by the context hereof, the singular shall include the plural, and vice versa and the masculine gender shall include the feminine and neuter genders, and vice versa.

IN WITNESS WHEREOF, this Operating Agreement has been made and executed by the Member effective as of the date first written above.


VICTORIA MESSINA

SCHEDULE A**NAME, ADDRESS AND INITIAL
CAPITAL CONTRIBUTION OF THE MEMBER**

NAME OF MEMBER	ADDRESS OF MEMBER	OWNERSHIP INTEREST OF MEMBER
VICTORIA MESSINA	11340 Dead River Road, Tavares, FL 32778	100%