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1707 1021

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: GO VICTORY Trucking Company 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:

Elouise James

Name of Person

Firm/Company

1611 GULF Power Rd Sneads, FL

Address

FL 32460

City/State and Zip Code

Kandejames@embargo.com

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

For further information concerning this matter, please call:

Elouise James

Name of Person

at (850)

Area Code

718-1514

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
(additional copy is enclosed)

☒ \$60.00 Filing Fee,
Certificate of Status &
Certified Copy
(additional copy is enclosed)

Mailing Address:

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

Street Address:

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

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

GO VICTORY Trucking Company LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on 3/5/2018 and assigned
Florida document number 119000304758

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

[illegible]

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

See Attached

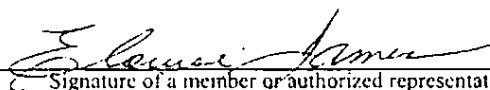
E. Effective date, if other than the date of filing: _____ (optional)

(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 6/14, 2021



Signature of a member or authorized representative of a member

Elouise James

Typed or printed name of signee

Filing Fee: \$25.00

GO VICTORY TRUCKING COMPANY, LLC

Principal Office Address

Klent A. James

1611 Gulf Power Road

Sneads, Fl. 32460

Mailing Address

Klent A. and Elouise M. James

1611 Guld Power Road

Sneads, FL 32460

Amended

These Articles of Organization for GOVICTORY Trucking Company, LLC also referred to by members as GOVICTORY Trucking, LLC, and "the company" in this document, was organized by merged partners on April 5th 2021. The Company shall be managed as a Manager-Managed owner company and SHALL operate on the following structure:

- A. The Company shall be comprised of Managing Member Owners.
- B. Our purpose is to operate a profitable trucking company and hire ourselves out to transport goods at the discretion of the Managing Members for a profit.

RECORD KEEPING AND RIGHT TO INFORMATION

1. Records shall be kept at its principal office location 1611 Gulf Power Road, Sneads FL 32460 and maintained at the back up office location at 3002 Bunche Street, Sarasota, Fl. 34234 in written, or any form that is capable of conversion into written form within a reasonable time.
2. A mailing list of the full names, addresses of all members, managers and managing members to also include, phone numbers, emergency contact, email address (if any), and cell phone number shall be maintained.
3. It shall be the sole responsibility of all managing member owners to **immediately** notify the principal office and back up office location of any change in **any** contact information. however, they shall have up to 3 days to notify offices of any change.
4. Copies of the company's tax returns and reports if any shall be for the 3 most recent years from the merger date, and not be held responsible for returns prior to that date.
5. Copies of operating financial statements shall also be maintained for the 3 most recent years after merger date.
6. A statement of agreed value shall be maintained.
7. A statement of how the company shall be dissolved shall be written by the managing members and maintained.
8. Copies of company information shall be provided according to 608.4101(1) 1(2), (3) of the Florida Limited Liability Company Act for a set fee to cover the current cost of labor and materials.
9. Each managing member owner shall have the right to examine all of the information described above and as stated in 608.4101, 1(4) of the Florida Limited Liability Company Act.

GO VICTORY TRUCKING COMPANY, LLC

10. Amendments to or restatement of articles of organization records shall be made according to the Florida Limited Liability Company Act 608.411 and 608.4115 when changes in information require as such and must be filed with the Department of State.

"Restated Articles of Organization" and "Amended and Restated Articles of Organization" shall be reported and titled as such when reporting to the Department of State.

REGISTERED OFFICE AND REGISTERED AGENT

1. The Registered office and/or agent when changed shall be shared between Johnnie L. Tunstall and Klent A. James as managing members of the company by written consent documented in meeting minutes, that such change was authorized by affirmative vote of the managing members. It shall be stated in the minutes the agent and will be filed with the Florida Department of State. The managing member acknowledges upon the change, they are familiar with, and accepts the obligations of the position.

MANAGEMENT OF THE COMPANY

This company shall be a manager-managed owner company and:

MANAGING MEMBERS

1. Each Managing Member owner shall have equal rights in the management and conduct of the limited liability company's business.
2. Each Managing Member owner is a authorized representative for the company, and is authorized to transfer real property held in the name of the Company only after a unanimous vote of the Managing Members.
3. Matters related or relating to the business of this company from this day forward must be exclusively decided by the Managing Members. If there is more than one manager, by a majority of the managers.
4. Managing Member owners serve in the position as long as they are mentally and physically able to do so or until death.
5. At the death of a Managing Member owner, the company shall continue to operate as it did prior to the death of the Managing Member. The managing member shall
Have in place a written notarized statement with instructions of how his estate is to be settled in the event of their death, incompetency, dissolved or terminated.
6. The deceased Managing Member owners financial income shall continue and be placed in a bank designated by the Deceased Manager prior to their death as it is recorded and on file in the Company business office. The notarized signed document shall be used as the **only** instrument to distribute their income to the named benefactor(s) as listed in the signed notarized agreement on file and to settle their estate. The shares of that deceased partner shall not change unless a new managing member is appointed by unanimous decision of the

GO VICTORY TRUCKING COMPANY, LLC

remaining founding Managing Member owners prior to the appointment of the new Managing Member owner if there be one, in the best interest of the company. The shares percentage shall be re-determined by the founding Managing Members in the best interest and success of the company's survival to continue operating.

- 7 In future business matters where a vote must be used to decide the out-come, the deceased Managing Member owner's shares shall not be counted with the remaining founding Managing Member owners if a unanimous decision cannot be reached by the Managing Members to resolve a dispute.
- 8 The living founding Manager Member owners shares shall never fall below 25 percent if re-determined.
- 9 The deceased founding Managing member owner shares can never fall below twelve and a half percent for the life of the company.

MANAGERS

1. Managers shall be appointed and removed by a unanimous decision of the founding Managing Member owners Johnnie L. Tunstall, Klent A. James and Elouise M. James as they deem necessary for the benefit of the company as it grows.
2. Managers may make suggestions in writing to the Managing Member owners for consideration in business matters, but have no voting rights.
3. A Manager can only become a Managing Member owner if agreed by a unanimous decision of the founding Managing Member owners
- 4.

MEMBERS

1. Members have no voting rights.
2. Members can only become a member or Manager if approved by a unanimous vote decision of the Managing Member owners.

STANDARDS FOR MANAGING MEMBERS

1. Managing member owners shall owe a duty of loyalty and a duty of care to the company and all of the members and managers of the company, their duty of loyalty is limited to:
 - a. Be Accountable to the company and it's holding as a trustee for the company any property, profit, or benefit derived by such manager or managing member owner.
 - b. Refraining from dealing in the conduct or company business as or on behalf of a party having an interest adverse to the beliefs of the company.
 - c. Refraining from competing with the company in the conduct of the company business before the dissolution of the company.

GO VICTORY TRUCKING COMPANY, LLC

- d. Refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. Should you be found guilty of such conduct, you shall personally pay all fines, fees and lawsuits brought against the company as a result of your conduct.
 - e. Each managing member owner shall discharge the duties and exercise any rights consistent with the obligation of good faith and fair dealing while keeping all managing members informed to determine if a vote is required for their good faith actions to be carried out.
 - f. A managing member owner does not violate a duty or obligation merely because the managing member's conduct furthers such member's own interest.
 - g. A managing member owner may **not** lend money to and transact other business with the company without a majority vote of the all the managing members.
 - h. In discharging a managing member owner's duty, a managing member owner is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by:
 - (a) One or more members or employees of the limited liability company whom the managing member reasonably believes to be reliable and competent in the matters presented;
 - (b) Legal counsel, public accountants, or other persons as to matters the managing member owner reasonably believes are within the persons' professional or expert competence; or
 - (c) A committee of managing member owner of which the affected managing member owner is not a participant if the managing member reasonably believes the committee merits confidence.
- (3) In discharging a managing member owner's duties, a managing member owner may consider such factors as the managing member owner deems relevant, including the long-term prospects and interests of the company and its members, and the social, economic, legal, or other effects of any action on the employees, suppliers, customers of the company, the communities and society in which the company operates, and the economy of the state and the nation.
- (4) A managing member owner is not acting in good faith if the managing member has knowledge concerning the matter in question that makes reliance otherwise permitted by statement (h) unwarranted.

GO VICTORY TRUCKING COMPANY, LLC

- i. (5) A managing member owner is not liable for any action taken as a managing member, or any failure to take any action, if the managing member owner performed the duties of the managing member's position in compliance with this section.

CONTRIBUTIONS TO CAPITAL AND LIABILITY

1. The contribution of a owner may be in cash, property, or services rendered, or a promissory note or other obligation to contribute cash or property or to perform services.
2. A promise by a owner to contribute to the limited liability company is not enforceable unless it is set out in writing signed by the owner. Once it has been written and signed, it shall be carried out accordingly as a promise.
3. The company may make distributions to its managing member owners in accordance with the verbal or written provisions agreed upon value as stated in the company records. No distribution may be made if after the distribution the company would not be able to pay its debts. Receipts, log and any other documentation must be maintained to show proof of distributions of all company funds. All company debts shall be paid on time and debts paid off as quickly as possible.
4. Managing member owners shall be held liable for distributions. Unlawful distributions shall be the sole responsibility of the managing member to the extent of the amount the managing member owner accepted or paid out knowing the distribution was made in violation of the company. That managing member shall be held liable for full recovery of the unlawful distributions to include lawyer fees, court cost, penalties, interest, principal and law suits.

CONFLICTS OF INTEREST

No contract or other transaction between the company and where one or more of its managing member owners are financially interested shall be either void or voidable because of such relationship or interest, because such managing member(s) are present at the meeting of the members, managers, or managing members or a committee thereof which authorizes, approves, or ratifies such contract or transaction, or because their votes are counted for such purpose, if:

GO VICTORY TRUCKING COMPANY, LLC

- (a) The fact of such relationship or interest is disclosed or known to the managing member owners or committee which authorizes, approves, or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested managing members;
 - (b) The fact of such relationship or interest is disclosed or known to the managing member(s) entitled to vote and they authorize, approve, or ratify such contract or transaction by vote or written consent; or
 - (c) The contract or transaction is fair and reasonable as to the company at the time it is authorized by the managing members.
- (2) A conflict of interest transaction is authorized, approved, or ratified if it receives the affirmative vote of a majority of the managing members, who have no relationship or interest in the transaction described in the beginning paragraph. A transaction cannot be authorized, approved, or ratified by a single member manager. If a majority of the managing members who have no such relationship or interest in the transaction vote to authorize, approve, or ratify the transaction, a quorum of 3 managing members must be present for the purpose of taking action.

OPERATING AGREEMENT

Shall always be in writing to include meeting minutes, if possible, to regulate the affairs of the company and the conduct of its business, establish duties to govern relations among the members, managers, and managing members of this company. Emergency or a unique situation can affect this from happening and in that case a verbal agreement can be acceptable, but will be put in writing as soon as possible. Any inconsistency between written meeting minutes and oral operating agreements shall be resolved in favor of the written minutes. The managing members of this company may enter into an operating agreement before, after, or at the time the articles of organization are filed, and the operating agreement takes effect on the date of the formation of the company or as duly noted on the agreement.

COMPANY PROPERTY

1. All property originally owned, merged, contributed to the company shall be used by the company, however a company inventory shall be maintained to establish ownership of original, merged, etc. property purchased by individual managing members for company use.

GO VICTORY TRUCKING COMPANY, LLC

2. Property acquired with the company funds is company property.
3. Instruments and documents providing for the acquisition, mortgage, or disposition of property of the company shall be valid and binding.

DISTRIBUTIONS

The company may make distributions to its members owners as agreed upon in writing, except that no distribution may be made if after the distribution the company would not be able to pay its bills. The distributions shall be made on the basis of the agreed value, as stated in the records of the company minutes, of the contributions made by each member to the extent they have been received by the company and have not been returned.

Managing member owners shall be held liable for an unlawful or wrongful distribution contribution:

- (a) From the extent of the amount the member accepted knowing the distribution was made in violation of the company.
- (b) There shall not be a time limit to bar the managing member owner from repaying a unlawful distribution when it is discovered. In the case of a distribution in the form of indebtedness, each payment of principal or interest is treated as a distribution and is the sole responsibility of managing member owner to repay. This may also include all legal fees, penalties, and court cost to be paid by that managing member.

SHARING OF PROFITS AND LOSSES

The profits and losses of the company shall be allocated among the managing member owners in the manner decided by the managing member owners in writing to include meeting minutes, etc., Profits and losses shall be allocated on the basis of the agreed value, as stated in the records of the company, of the contributions made by each member to the extent such contributions have been received by the company and/or have not been returned.

WITHDRAWAL OF MEMBERS AND DISTRIBUTIONS UPON WITHDRAWAL

Upon withdrawal, a withdrawing managing member owner is entitled to receive any distribution to which the withdrawing member is entitled to receive, based on shares within a reasonable time after withdrawal, the fair value of the withdrawing member's interest in the company as of the date of resignation based upon the

GO VICTORY TRUCKING COMPANY, LLC

withdrawing member's right to share in distributions from the company. The withdrawing managing member also has the option to let the remaining managing members buy them and their property out.

ASSIGNMENT OF MEMBERS INTEREST

Managing Members interest is assignable as equal management. The approval of all of the managing members of the company is required for the operation of this company.

POWER OF THE ESTATE OF A DECEASED, INCOMPETENT, DISSOLVED OR TERMINATED MEMBER

Each managing member shall submit to the company written instructions to address the estate of a deceased, incompetent, dissolved or termination, acknowledging that these written instructions only shall be adhered to by the company and upheld by the court. The managing member shall state the written document shall not be superseded by any instruction contrary to this written document. The managing member shall ensure their Wills, Trust, Power of Attorney or other legal representative documents, instruct the executor, administrator, guardian, conservator, or other legal representative to comply fully with the instructions of their written company document and the Articles of Organization of the company which does not allow the assignee for the purpose of settling the member's estate the right to become a member.

ARTICLES OF ORGANIZATIONS

The Articles of Organization for this company can be amended, revised and updated at the discretion of the managing members.

Articles of Organization Approved By:
Johnnie Tunstall 6-6-2021
DATE

Klent James 6-6-2021
KLENT JAMES DATE

Elouise James 6-6-2021
ELOUISE JAMES DATE