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L20000 273524

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2021 FEB 8
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2/3/2021

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

Enclosed are the forms to amend the Articles of Organization for the "MB Law Homestead, LLC".
Please note that the only changes are for the "Terms, Rules and Guidelines" for the operating agreement
which are stated on the three attached sheets.

Thank You,



Donald J. Law

MB Law Homestead, LLC

Florida Document Number: L20000273524

Ph: 813-949-7544

Email: DJLaw1@Verizon.net

COVER LETTER

**TO: Registration Section
Division of Corporations**

VOID

SUBJECT: MB Law Homestead 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:

Donald J. Law

Name of Person

MB Law Homestead LLC

Firm/Company

3140 Wilson Rd.

Address

Land O Lakes, FL 34638

City/State and Zip Code

DJLaw1@Verizon.net

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

For further information concerning this matter, please call:

Donald J. Law

813 949-7544
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
(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**

VOID

2021 FEB -8 PM 6:35

MB Law Homestead 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 9/2/2020 and assigned
Florida document number 1.20000273524.

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

City

Florida

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

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[illegible]

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

Terms, rules and guidelines for the operating agreement of the MB Law Homestead LLC.

(See attached sheets)

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 _____

Donald J. Law 2-3-2021
Signature of a member or authorized representative of a member

Donald J. Law

Typed or printed name of signee

**TERMS, RULES AND GUIDELINES FOR THE OPERATING AGREEMENT OF THE MB LAW
HOMESTEAD LLC**

General

The LLC was created for the purpose of holding land for appreciation and investment while generating enough income to meet expenses.

The principal uses of the land will be for agriculture and general farming including the raising and pasturage of animals such as cattle and horses, and for forestry.

Members of the company are those members as listed as "authorized to manage the LLC" in the Articles of Organization, Article IV

No member will have priority over any other member for the distribution of profits or losses.

All members will have equal rights to all land and tangible items held by the company unless otherwise stipulated in the operating agreement.

No member shall withdraw sell or relinquish any part of the company without the unanimous consent of the other members.

Member Voting

All members will have equal voting rights.

Voting may be made by a written consent, email or text of a member as opposed to a physical meeting vote.

When a majority vote of members is required and the vote results in a tie, the LLC Registered Agent will appoint an arbitrator to determine the outcome.

Meetings

A meeting may be called by any member providing that reasonable notice has been provided to the other members.

Only members of the company shall be admitted to the meeting unless any non member has been approved to join by a majority vote of existing members.

Admission of New Members

New members will only be admitted to the company as agreed upon by a majority vote of existing members.

Voluntary Withdrawal of a Member

A member may not withdraw from the company without unanimous consent of remaining members. Any such unauthorized withdrawal will be considered a wrongful dissociation and a breach of the agreement. In the event of any such wrongful dissociation, the withdrawing member will be liable to the company for any damages incurred or any debt incurred by that member to the company or to remaining members.

The voluntary withdrawal of a member will have no effect upon the continuance of the company.

Involuntary Withdrawal of a Member

Expulsion of a member can only occur on application by another member where it has been determined that the expelled member has engaged in wrongful conduct that adversely affects the company.

Expulsion may also occur if the expelled member has committed a breach of this agreement.

Involuntary withdrawal of a member must be executed by a unanimous consent of remaining members.

Involuntary withdrawal will become effective on a date as determined by a unanimous consent of remaining members.

The involuntary withdrawal of a member will have no effect upon the continuance of the company.

Dissolution

The company may only be dissolved by a unanimous vote of the members.

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Right of First Purchase

In the event that a members interest in the company is or will be sold, the remaining members will have a right of first purchase of that members interest.

Selling price, of a reasonable amount, of any part of the company or any members interest in the company will be determined by a majority vote of existing members.

Record Keeping

One person shall be responsible for keeping records of all monetary transactions. That one person will be appointed by majority vote of existing members.

This record keeping person will be referred to as the "Accountant"

If it is deemed necessary to transfer the record keeping responsibilities to another member, the transfer will be determined by a majority vote of existing members.

The accountant will be responsible for keeping records of all company expenses and money received.

The accountant will also be responsible for keeping records of each members monetary and capital contributions to the company along with a description and value and any contributions that have been agreed to be made in the future.

The accountant will be responsible for providing reports of the financial condition of the company.

The accountant will be responsible for providing all documents required for filing federal income tax reports each year

As soon as available, the accountant will make the most current federal income tax report accessible to all other members.

All records of expenses incurred or money received by the company or any expenses incurred or money received by member as related to the company will be provided in a timely manner to the accountant.

The accountant will provide a written report (email or hardcopy) of all monetary transactions to all members every 4 months. Any member may request a report at any other time.

Banking and Company Funds

Bank account funds will be maintained in order to pay for any and all expenses incurred by the company and to deposit any money received by the company.

Initial funds for the company will be the funds that were originally established and deposited into the Betty J. Law Revocable Trust checking account. Those funds will be or have been transferred into the LLC bank account.

A majority vote of members will determine the banking institution that will be designated for the company bank account.

Funds will be held in the name of the company and will not be commingled with those of any member or any other person or entity

All banking transactions will be made by one member that will be appointed by majority vote of existing members. That person will be referred to as the Banking Administrator. The banking administrator may delegate banking transactions to any other member on a one at a time basis as needed.

Current bank account statements will be provided by the banking administrator to each member (email or hard copy) on a monthly basis. The statements will be provided in a timely manner for the previous month as soon as those statements become available.

Bank account funds will be maintained in a sufficient amount to satisfy any expenses incurred by the company.

Members of the company will provide an equal contribution of funds into the bank account as needed in order to maintain a sufficient balance to cover company expenses. The monetary amount of contributions will be determined by a majority vote of existing members.

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If any member cannot contribute their monetary contribution within a reasonable amount of time, the remaining members may contribute the amount in default. The member that has defaulted will be expected to repay the defaulted amount within a 12 month period. If the defaulted member does not repay the defaulted amount, distribution of that members company assets and holdings or a percentage of that members company assets and holdings to other members will be determined by a meeting of members and majority vote of all members.

Company Profits

Any monetary profits made by company will be divided and dispersed equally to each member. Profits will be determined after the filing of Federal Income Tax reports each year and the monetary amount to be disbursed to members or deposited into the company bank account will be determined by a majority consent of the members.

Value of Land

The market value of the land held by the company shall be based on the value as determined by the property tax appraiser for the most recent year.

Death of a Member

If a member becomes deceased, that members share of the company will be equally dispersed to all remaining members. If only one member is remaining in the company, and that member becomes deceased, all holdings, capital and rights to the company will be passed to that members heirs.

Miscellaneous

Any company expense in the amount of \$100.00 or more will require a consent of the majority of the members before the expense is incurred unless that expense is deemed to be an urgent requirement that cannot wait for a member vote. Any terms of this operating agreement may be modified or changed by a majority vote of existing members. Members shall consider financial information concerning the operation of the business to be strictly confidential.

Members name that will assume the "Accountant" responsibilities: Betsy Lamoy

Members name that will assume the "Banking Administrator" responsibilities: Donald Law