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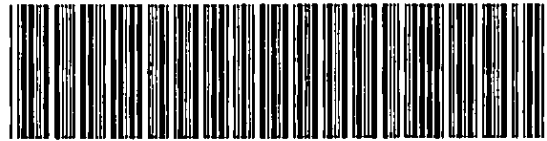
(Business Entity Name)

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2022 FEB 22 PM 1:12  
SECRETARY OF STATE  
TALLAHASSEE, FL

A. BUTLER

MAR 1 - 2022

## COVER LETTER

TO: Registration Section  
Division of Corporations

SUBJECT: Shenstone Disability Group 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:

Amy Shenstone

Name of Person

Shenstone Disability Group

Firm/Company

414 SW Lairo Avenue

Address

Port Saint Lucie, Florida, 34953

City/State and Zip Code

amysenstone@gmail.com

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

For further information concerning this matter, please call:

Amy Shenstone

786

6476433

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**

Shenstone Disability Group

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

**FILED**  
2022 FEB 22 PM 1:12

SECRETARY OF STATE  
TALLAHASSEE, FL

The Articles of Organization for this Limited Liability Company were filed on 10/01/2020 and assigned  
Florida document number L20000309578

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 "LLC."

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**

**MGR = Manager**  
**AMBR = Authorized Member**

**AMBR = Authorized Member**

[illegible]

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

Amending ownership shares:

Amy Shenstone: 97%

Leith Shenstone: 3%

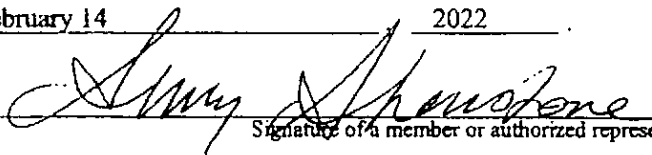
**E. Effective date, if other than the date of filing: \_\_\_\_\_ (optional)**

(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 February 14 2022



Signature of a member or authorized representative of a member

Amy Shenstone, Owner

Typed or printed name of signee

**Filing Fee: \$25.00**

# Exhibit “A”

## Member Capital Contributions

Member:	Initial Capital Contribution:	Percentage Interest:
Amy Shenstone 414 SW Laird Avenue Port Saint Lucie, FL 34953	\$970	97%
Leith Shenstone 295 Swauk Pines Road Cle Elum, WA 98922	\$30	3%

11.7. Except as provided in this Agreement, no provision of this Agreement will be construed to limit in any manner the Members in the carrying on of their own respective businesses or activities.

11.8. Except as provided in this Agreement, no provision of this Agreement will be construed to constitute a Member, in the Member's capacity as such, the agent of any other Member.

11.9. Each Member represents and warrants to the other Members that the Member has the capacity and authority to enter into this Agreement.

11.10. The article, section, and subsection titles and headings contained in this Agreement are inserted as a matter of convenience and for ease of reference only and will be disregarded for all other purposes, including the construction or enforcement of this Agreement or any of its provisions.

11.11. This Agreement may be altered, amended, or repealed only by a writing signed by all of the Members.

11.12. Time is of the essence of every provision of this Agreement that specifies a time for performance.

11.13. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other person or entity will have or acquire any right by virtue of this Agreement.

11.14. The Members intend the Company to be a limited liability company under the Act. No member will take any action inconsistent with the express intent of the parties to this agreement.

The parties hereby execute or cause to be executed this Agreement on October 1, 2020.

Amy Shenstone

Address: 414 SW Laird Avenue  
Port Saint Lucie, FL  
34953

Leith Shenstone

Address: 295 Swauk Pines Road  
Cle Elum, WA 98922

The Members will select the place of arbitration. The substantive law of the state of Washington will be applied by the arbitrator to the resolution of the dispute. The parties will share equally all initial costs of arbitration. The prevailing party will be entitled to reimbursement of attorney fees, costs, and expenses incurred in connection with the arbitration. All decisions of the arbitrator will be final, binding, and conclusive on all parties. Judgment may be entered on any such decision in accordance with applicable law in any court having jurisdiction of it. The arbitrator (if permitted under applicable law) or the court may issue a writ of execution to enforce the arbitrator's decision.

## ARTICLE XI: GENERAL PROVISIONS

11.1. This Agreement constitutes the whole and entire agreement of the parties with respect to the subject matter of this Agreement, and it will not be modified or amended in any respect except by a written instrument executed by all the parties. This Agreement replaces and supersedes all prior written and oral agreements by and among the Members or any of them.

11.2. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

11.3. This Agreement will be construed and enforced in accordance with the laws of the state of Washington. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision will, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid that invalidity, illegality, or unenforceability or, if that is not possible, the provision will, to the extent of that invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this Agreement will remain in effect.

11.4. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

11.5. Whenever used in this Agreement, the singular will include the plural, the plural will include the singular, and the neuter gender will include the male and female as well as a trust, firm, company, or corporation, all as the context and meaning of this Agreement may require.

11.6. The parties to this Agreement will promptly execute and deliver any and all additional documents, instruments, notices, and other assurances, and will do any and all other acts and things reasonably necessary in connection with the performance of their respective obligations under this Agreement and to carry out the intent of the parties.



## ARTICLE IX: DISSOLUTION AND WINDING UP

9.1. The Company will be dissolved on the first to occur of the following events:

- (a) The written agreement of all Members to dissolve the Company.
- (b) The sale or other disposition of substantially all of the Company assets.
- (c) Entry of a decree of judicial dissolution under Florida Revised Limited Liability Company Act Section 605.

9.2. On the dissolution of the Company, it will engage in no further business other than that necessary to wind up its business and affairs. The Members winding up the Company's affairs will give written Notice of the commencement of winding up by mail to all known creditors and claimants against the Company whose addresses appear in the Company's records. After paying or adequately providing for the payment of all known debts of the Company (except debts owing to Members) the remaining assets of the Company will be distributed or applied in the following order of priority:

- (a) To pay the expenses of liquidation.
- (b) To repay outstanding loans to Members. If there are insufficient funds to pay those loans in full, each Member will be repaid in the ratio that the Member's respective loan, together with accrued and unpaid interest, bears to the total of all those loans from Members, including all interest accrued and unpaid on those loans. Repayment will first be credited to unpaid principal and the remainder will be credited to accrued and unpaid interest.
- (c) Among the Members in accordance with the provisions of Article IV, Section 4.7.

9.3. Each Member will look solely to the assets of the Company for the return of the Member's investment, and if the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the investment of any Member, the Member will have no recourse against any other Members for indemnification, contribution, or reimbursement.

## ARTICLE X: ARBITRATION

10.1. Any action to enforce or interpret this Agreement, or to resolve disputes over this Agreement between the Company and a Member, or between or among the Members, will be settled by arbitration in accordance with the rules of the American Arbitration Association. Arbitration will be the exclusive dispute resolution process in the state of California, but arbitration will be a nonexclusive process elsewhere. Any party may commence arbitration by sending a written demand for arbitration to the other parties. The demand will set forth the nature of the matter to be resolved by arbitration.

be entitled to receive only the share of Profits or other compensation and the return of Capital Contribution to which the assigning Member would have been entitled.

8.5. The purchase price of a Membership Interest that is the subject of an option under this Agreement will be the Fair Market Value of the Membership Interest as determined under this Section 8.7. Each of the selling and purchasing parties will use his, her, or its best efforts to mutually agree on the Fair Market Value. If the parties are unable to so agree within 30 days of the date on which the option is first exercisable (the Option Date; see Section 8.5), the selling party will appoint, within 40 days of the Option Date, one appraiser, and the purchasing party will appoint within 40 days of the Option Date, one appraiser. The two appraisers will within a period of 5 additional days, agree on and appoint an additional appraiser. The three appraisers will, within 60 days after the appointment of the third appraiser, determine the Fair Market Value of the Membership Interest in writing and submit their report to all the parties. The Fair Market Value will be determined by disregarding the appraiser's valuation that diverges the most from each of the other two appraisers' valuations, and the arithmetic mean of the remaining two appraisers' valuations will be the Fair Market Value. Each party will pay for the services of the appraiser selected by it, plus one-half of the fee charged by the third appraiser. The option purchase price as so determined will be payable in cash.

8.6. Except as expressly permitted under Section 8.2, a prospective Transferee (other than an existing Member) of a Membership Interest may be admitted as a Member with respect to the Membership Interest (Substituted Member) only (1) on the unanimous Vote of the other Members in favor of the prospective Transferee's admission as a Member, and (2) on the prospective Transferee's executing a counterpart of this Agreement as a party to it. Any prospective Transferee of a Membership Interest will be deemed an Assignee, and, therefore, the owner of only an Economic Interest until the prospective Transferee has been admitted as a Substituted Member.

8.7. Any person admitted to the Company as a Substituted Member will be subject to all provisions of this Agreement.

8.8. The initial sale of Membership Interests in the Company to the initial Members has not been qualified or registered under the securities laws of any state, or registered under the Securities Act of 1933, as amended, in reliance on exemptions from the registration provisions of those laws. No attempt has been made to qualify the offering and sale of Membership Interests to Members under the California Corporate Securities Law of 1968, as amended, also in reliance on an exemption from the requirement that a permit for issuance of securities be procured. Notwithstanding any other provision of this Agreement, Membership Interests may not be Transferred or Encumbered unless registered or qualified under applicable state and federal securities laws or unless, in the opinion of legal counsel satisfactory to the Company, qualification or registration is not required. A Member who desires to transfer a Membership Interest will be responsible for all legal fees incurred in connection with that opinion.

provision of this Agreement to the contrary, a Member who is a natural person may transfer all or any portion of his or her Membership Interest to any revocable trust created for the benefit of the Member, or any combination between or among the Member, the Member's spouse or domestic partner, and the Member's issue if the Member retains a beneficial interest in the trust and all of the Voting Interest included in the Membership Interest. A transfer of a Member's entire beneficial interest in the trust or failure to retain a Voting Interest will be deemed a Transfer of a Membership Interest.

8.3. On the happening of any of the following events (Triggering Events) with respect to a Member, the Company and the other Member will have the option to purchase all or any portion of the Membership Interest in the Company of the Member (Selling Member) at the price and on the terms provided in Section 8.5 of this Agreement:

(a) The death or incapacity of a Member;

(b) The bankruptcy of a Member;

(c) The winding up and dissolution of a corporate Member, or the merger or other corporate reorganization of a corporate Member as a result of which the corporate Member does not survive as an entity;

(d) The withdrawal of a Member; or

(e) The occurrence of any other event that is, or that would cause, a Transfer in contravention of this Agreement.

Each Member agrees to promptly give Notice of a Triggering Event to all other Members.

8.4. If a Member wishes to Transfer any or all of the Member's Membership Interest in the Company under a Bona Fide Offer (as defined below), the Member will give Notice to Members at least 30 days in advance of the proposed sale or Transfer, indicating the terms of the Bona Fide Offer and the identity of the offeror. The Company or other Member will have the option to purchase the Membership Interest proposed to be transferred at the price and on the terms provided in this Agreement. This option shall remain open for 90 days.

For purposes of this Agreement, "Bona Fide Offer" means an offer in writing setting forth all relevant terms and conditions of purchase from an offeror who is ready, willing, and able to consummate the purchase and who is not an Affiliate of the selling Member.

If the Company and the other Member do not exercise their rights to purchase all of the Membership Interest, the offering Member may, within 90 days from the date the Notice is given and on the terms and conditions stated in the Notice, sell or exchange that Membership Interest to the offeror named in the Notice. Unless the requirements of Section 8.2 are met, the offeror under this Section 8.3 will become an Assignee, and will

If the Members deem that any of the foregoing items will be kept beyond the term of existence of the Company, the repository of those items will be as designated by the Members.

6.4. Within 90 days after the end of each taxable year of the Company, the Company will send to each of the Members all information necessary for the Members to complete their federal and state income tax or information returns, and a copy of the Company's federal, state, and local income tax or information returns for that year.

## ARTICLE VII: MEMBERS AND VOTING

7.1. There will be only one class of membership and no Member will have any rights or preferences in addition to or different from those possessed by any other Member.

Without limiting the foregoing, all of the following acts will require the unanimous Vote of the Members:

- (a) The transfer of a Membership Interest and the admission of the Assignee as a Member of the Company;
- (b) Any amendment of the Articles of Organization or this Agreement; or
- (c) Compromise of the obligation of a Member to make a Capital Contribution.

## ARTICLE VIII: TRANSFERS OF MEMBERSHIP INTERESTS

8.1. A Member may withdraw from the Company at any time by giving Notice of Withdrawal to all other Members at least 180 calendar days before the effective date of withdrawal. Withdrawal will not release a Member from any obligations and liabilities under this Agreement accrued or incurred before the effective date of withdrawal. A withdrawing Member will divest the Member's entire Membership Interest before the effective date of withdrawal in accordance with the transfer restrictions and option rights set forth below.

8.2. Except as expressly provided in this Agreement, a Member will not Transfer any part of the Member's Membership Interest in the Company, whether now owned or later acquired, unless (1) the other Member unanimously approve the transferee's admission to the Company as a Member and (2) the Membership Interest to be Transferred, when added to the total of all other Membership Interests Transferred in the preceding 12 months, will not cause the termination of the Company under IRC §708(b)(1)(B). No Member may Encumber or permit or suffer any Encumbrance of all or any part of the Member's Membership Interest in the Company unless the Encumbrance has been approved in writing by the other Member. Any Transfer or Encumbrance of a Membership Interest without that approval will be void. Notwithstanding any other

5.7. All funds of the Company will be deposited in one or more accounts with one or more recognized financial institutions in the name of the Company, at locations determined by a Majority of Members. Withdrawal from those accounts will require the signature of the person or persons designated by a Majority of Members.

## ARTICLE VI: ACCOUNTS AND RECORDS

6.1. Complete books of account of the Company's business, in which each Company transaction will be fully and accurately entered, will be kept at the Company's principal executive office and will be open to inspection and copying by each Member or the Member's authorized representatives on reasonable Notice during normal business hours. The costs of inspection and copying will be borne by the Member.

6.2. Financial books and records of the Company will be kept on the cash method of accounting, which will be the method of accounting followed by the Company for federal income tax purposes. A balance sheet and income statement of the Company will be prepared promptly following the close of each fiscal year in a manner appropriate to and adequate for the Company's business and for carrying out the provisions of this Agreement. The fiscal year of the Company will be January 1 through December 31.

6.3. At all times during the term of existence of the Company, and beyond that term if the Members deem it necessary, the Members will keep or cause to be kept the books of account referred to in Section 6.2, and the following:

(a) A current list of the full name and last known business or residence address of each Member, together with the Capital Contribution and the share in Profits and Losses of each Member;

(b) A copy of the Articles of Organization, as amended;

(c) Copies of the Company's federal, state, and local income tax or information returns and reports, if any, for the six most recent taxable years;

(d) Executed counterparts of this Agreement, as amended;

(e) Any powers of attorney under which the Articles of Organization or any amendments were executed;

(f) Financial statements of the Company for the six most recent fiscal years; and

(g) The books and records of the Company as they relate to the Company's internal affairs for the current and past four fiscal years.

4.6. All cash resulting from the normal business operations of the Company and from a Capital Event will be distributed among the Members in proportion to their Percentage Interests at such times as the Members may agree.

4.7. If the proceeds from a sale or other disposition of a Company asset consist of property other than cash, the value of the property will be as determined by the Members. Noncash proceeds will then be allocated among all the Members in proportion to their Percentage Interests. If noncash proceeds are subsequently reduced to cash, the cash will be distributed to each Member in accordance with Section 4.5.

4.8. Notwithstanding any other provisions of this Agreement to the contrary, when there is a distribution in liquidation of the Company, or when any Member's Interest is liquidated, all items of income and loss first will be allocated to the Members' Capital Accounts under this Article IV, and other credits and deductions to the Members' Capital Accounts will be made before the final distribution is made. The final distribution to the Members will be made to the Members to the extent of and in proportion to their positive Capital Account balances.

## ARTICLE V: MANAGEMENT

5.1. The business of the Company will be managed by all the Members. A Member will be a manager only during the time the Member is a Member of the Company.

5.2. The Initial Members agree to the follow management responsibilities:

(a) Leith Shenstone will manage the operations of the Company, including but not limited to financing, accounting, management of company assets, and systems management (IT).

(b) Amy Shenstone will manage the strategy, including but not limited to product client relations, company strategy and marketing, managing day to day of employees.

5.3. The Members are not required to hold meetings, and decisions may be reached through one or more informal consultations followed by agreement among the Members.

5.4. In the event of a management disagreement between the Members, the Member with the responsibilities most related to the decision will be held to have the final decision.

5.5. The Members may be entitled to compensation for their Management responsibilities as determined by the Members, and to reimbursement for all expenses reasonably incurred by the Manager in the performance of the Manager's duties.

5.6. All assets of the Company, whether real or personal, will be held in the name of the Company.

3.7. A Member will not be bound by, or be personally liable for, the expenses, liabilities, or obligations of the Company except as otherwise provided in the Act or in this Agreement.

3.8. No Member will have priority over any other Member with respect to the return of a Capital Contribution or distributions or allocations of income, gain, losses, deductions, credits, or items thereof.

#### ARTICLE IV: ALLOCATIONS AND DISTRIBUTIONS

4.1. The Profits and Losses of the Company and all items of Company income, gain, loss, deduction, or credit will be allocated, for Company book purposes and for tax purposes, to each Member in accordance with that Member's Percentage Interest.

4.2. Members agree that for the First Five (5) years, or until the company realizes \$2,000.00 (Two Thousand dollars) profit in any one year, only those Profits which are in excess of \$1,000.00 (One Thousand Dollars) will be distributed in accordance with the Member's Percentage Interest. The initial \$1,000.00 shall be reinvested in to the Company as the Members see fit.

4.3. If any Member unexpectedly receives any adjustment, allocation, or distribution described in Treasury Reg §1.704-1(b)(2)(ii)(d)(4)-(6), items of Company gross income and gain will be specially allocated to that Member in an amount and manner sufficient to eliminate any deficit balance in the Member's Capital Account created by the adjustment, allocation, or distribution as quickly as possible. Any special allocation under this Section 4.2 will be taken into account in computing subsequent allocations of Profits and Losses, so that the net amount of allocations of income and loss and all other items will, to the extent possible, be equal to the net amount that would have been allocated if the unexpected adjustment, allocation, or distribution had not occurred. The provisions of this Section 4.2 and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Reg §§1.704-1(b) and 1.704-2 and will be interpreted and applied in a manner consistent with those Regulations.

4.4. Any unrealized appreciation or unrealized depreciation in the values of Company property distributed in kind to all the Members will be treated in accordance with applicable law.

4.5. In the case of a Transfer of an Economic Interest during any fiscal year, the Assigning Member and Assignee will each be allocated the Economic Interest's share of Profits or Losses based on the number of days each held the Economic Interest during that fiscal year.

2.4. The Company will be formed for the purposes of providing advice to individuals and corporations regarding personal disability compensation.

2.5. The Members intend the Company to be a limited liability company under the Act, classified as a partnership for federal and, to the maximum extent possible, state income taxes. The rights and liabilities of the Members and Manager will be determined under the Act and this Agreement. To the extent that the rights or obligations of any Member or Manager are different because of any provision of this Agreement than those rights and obligations would be in the absence of that provision, this Agreement will control to the extent permitted by the Act. Neither the Manager nor any Member will take any action inconsistent with the express intent of the parties to this Agreement.

2.6. The term of existence of the Company will commence on the effective date of filing of Articles of Organization with the Florida Department of Corporations, and will continue until terminated by the provisions of this Agreement or as provided by law.

2.7. The names and addresses of the Initial Members are as set forth in Exhibit "A".

2.8. The Members will be the managers of the Company.

### ARTICLE III: CAPITALIZATION

3.1. Each Member will contribute to the capital of the Company as the Member's Capital Contribution the money or property specified in Exhibit "A" to this Agreement.

3.2. Unless otherwise agreed in writing by all Members, no Member will be required to make additional Capital Contributions.

3.3. If a Member fails to make a required Capital Contribution within 90 days after the effective date of this Agreement, that Member's entire Membership Interest will terminate and that Member will indemnify and hold the Company and the other Members harmless from any loss, cost, or expense, including reasonable attorney fees, caused by the failure to make that Capital Contribution.

3.4. An individual Capital Account will be maintained for each Member consisting of that Member's Capital Contribution, (1) increased by that Member's share of Profits, (2) decreased by that Member's share of Losses, and (3) adjusted as required in accordance with applicable provisions of the Code and Regulations.

3.5. A Member will not be entitled to withdraw any part of the Member's Capital Contribution or to receive any distributions, whether of money or property from the Company except as provided in this Agreement.

3.6. No interest will be paid on funds or property contributed to the capital of the Company or on the balance of a Member's Capital Account.



1.33. "Transfer" means any sale, assignment, gift, Involuntary Transfer, Encumbrance, or other disposition of a Membership Interest or any part of a Membership Interest, directly or indirectly, other than an Encumbrance that is expressly permitted under this Agreement.

1.34. "Triggering Event" is defined in Article VIII, Section 8.3.

1.35. "Vote" means a written consent or approval, a ballot cast at a Meeting, or a voice vote.

1.36. "Voting Interest" means, with respect to a Member, the right to Vote or participate in management and any right to information concerning the business and affairs of the Company provided under the Act, except as limited by the provisions of this Agreement. A Member's Voting Interest will be directly proportional to that Member's Percentage Interest.

1.37 "Writing" includes any form of recorded message capable of comprehension by ordinary visual means, and when used to describe communications between the Company and its Members, "writing" will include electronic transmissions by and to the Company as defined in Florida Revised Limited Liability Company Act §605.0102.

1.38. "Written" or "in writing" includes facsimile and other electronic communication authorized by the Florida Revised Limited Liability Company Act.

## ARTICLE II: ARTICLES OF ORGANIZATION

2.1 The name of the Company will be Shenstone Disability Group LLC. The business of the Company may be conducted under that name, or, on compliance with applicable laws, any other name that the Members deems appropriate.

2.2. The principal executive office of the Company will be at 7801 N Federal Highway, #03-304, Boca Raton Florida 33487, or any other place or places determined by the Members from time to time.

2.3. The initial agent for service of process on the Company will be Amy Shenstone, whose address is 7801 N Federal Highway, #03-304, Boca Raton Florida 33487. The Members may from time to time change the Company's agent for service of process. If the agent ceases to act as such for any reason, the Manager will promptly designate a replacement agent and notify the Secretary of State of the change.

1.22. "Majority of Members" means a Member or Members whose Percentage Interests represent more than 50 percent of the Percentage Interests of all the Members.

1.23. "Meeting" is defined in Article V, Section 5.3.

1.24. "Member" means an Initial Member or a Person who otherwise acquires a Membership Interest, as permitted under this Agreement, and who remains a Member.

1.25. "Notice" means a written notice required or permitted under this Agreement. A notice will be deemed given or sent when deposited, as certified mail or for overnight delivery, postage and fees prepaid, in the United States mails; when delivered to Federal Express, United Parcel Service, DHL World Wide Express, or Airborne Express, for overnight delivery, charges prepaid or charged to the sender's account; when personally delivered to the recipient; when transmitted by electronic transmission by or to the Company (see §1.14); or when delivered to the home or office of a recipient in the care of a person whom the deliverer has reason to believe will promptly communicate the notice to the recipient.

1.26. "Percentage Interest" means a fraction, expressed as a percentage, the numerator of which is the total of a Member's Capital Account and the denominator of which is the total of all Capital Accounts of all Members.

1.27. "Person" means an individual, partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

1.28. "Profits and Losses" means, for each fiscal year or other period specified in this Agreement, an amount equal to the Company's taxable income or loss for the year or period, determined in accordance with IRC §703(a).

1.29. "Proxy" has the meaning set forth in the first paragraph of California Corporations Code §17001(ai). A Proxy may not be transmitted orally.

1.30. "Regulations" ("Reg") means the income tax regulations promulgated by the United States Department of the Treasury and published in the Federal Register for the purpose of interpreting and applying the provisions of the Internal Revenue Code, as those Regulations may be amended from time to time, including corresponding provisions of applicable successor regulations.

1.31. "Substituted Member" is defined in Article VIII, Section 8.6.

1.32. "Successor in Interest" means an Assignee, a successor of a Person by merger or otherwise by operation of law, or a transferee of all or substantially all of the business or assets of a Person.

1.17. "Gross Asset Value" means, with respect to any item of property of the Company, the item's adjusted basis for federal income tax purposes, except as follows:

(a) The Gross Asset Value of any item of property contributed by a Member to the Company will be the fair market value of that property, as mutually agreed by the contributing Member and the Company;

(b) The Gross Asset Value of any item of Company property will be adjusted as of the following times: (1) the acquisition of an interest or additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (2) the distribution of money or other property (other than a de minimis amount) by the Company to a Member as consideration for an Economic Interest in the Company; and (3) the liquidation of the Company within the meaning of Treasury Reg §1.704-1(b)(2)(ii)(g), provided, however, that adjustments under clauses (1) and (2) above will be made only if the Members have determined that the Company must revalue its assets in accordance with Treasury Reg §1.704-1(b)(2)(iv)(f);

(c) The Gross Asset Value of any Company asset distributed to any Member will be the fair market value of the asset on the date of distribution;

(d) The Gross Asset Value of Company assets will be increased (or decreased) to reflect any adjustments to the adjusted tax basis of the assets under Internal Revenue Code §734(b) or 743(b), subject to the limitations imposed by IRC §755 and only to the extent that the adjustments are taken into account in determining Capital Accounts under Treasury Reg §1.704-1(b)(2)(iv)(m), and if the Gross Asset Value of an asset has been determined or adjusted under paragraph (a), (b), or (d) of this Section 1.17, the Gross Asset Value will thereafter be adjusted by the Book Adjustments, if any, taken into account with respect to the asset for purposes of computing Profits and Losses.

1.18. "Initial Member" or "Initial Members" means those Persons whose names are set forth in Exhibit "A" of this Agreement. A reference to an "Initial Member" means any of the Initial Members.

1.19. "Involuntary Transfer" means, with respect to any Membership Interest, or any part of it, any Transfer or Encumbrance, whether by operation of law, under court order, foreclosure of a security interest, execution of a judgment or other legal process, or otherwise, including a purported transfer to or from a trustee in bankruptcy, receiver, or assignee for the benefit of creditors.

1.20. "IRC" means the Internal Revenue Code of 1986, as amended, and any successor provision.

1.21. "Losses." See "Profits and Losses."

1.7. "Book Depreciation" means, for any item of Company property for a given fiscal year, a percentage of depreciation or other cost recovery deduction allowable for federal income tax purposes for that item during that fiscal year equal to the result (expressed as a percentage) obtained by dividing (1) the Gross Asset value of that item at the beginning of the fiscal year (or the acquisition date during the fiscal year) by (2) the federal adjusted tax basis of the item at the beginning of the fiscal year (or the acquisition date during the fiscal year). If the adjusted tax basis of an item is zero, the Company may determine Book Depreciation, provided that it is done in a reasonable and consistent manner.

1.8. "Capital Account" means, for any Member, a separate account maintained and adjusted in accordance with Article III, Section 3.4.

1.9. "Capital Contribution" means, with respect to any Member, the amount of money, or services rendered or to be rendered, and the fair market value of any property contributed to the Company (net of liabilities secured by the contributed property that the Company is considered to assume or take "subject to" under IRC §752) in consideration of a Percentage Interest held by that Member. A Capital Contribution will not be deemed a loan.

1.10. "Capital Event" means a sale or disposition of any of the Company's capital assets, the receipt of insurance and other proceeds on account of an involuntary conversion of Company property, the receipt of proceeds from a refinancing of Company property, or a similar event with respect to Company property or assets.

1.11. "Company" means the company named in Article II, Section 2.2. 1.12.

"Corporations Code" means the Florida Revised Limited Liability Company Act.

1.13. "Economic Interest" means a Person's right to share in the income, gains, losses, deductions, credit, or similar items of the Company, and to receive distributions from the Company under this Agreement or under the Florida Revised Limited Liability Company Act, but does not include any other rights of a Member, including the right to vote, the right to participate in the management of the Company, or, except as provided in any right to information concerning the business and affairs of the Company.

1.14. "Electronic transmission by the Company" and "electronic transmission to the Company" have the meanings set out in Florida Revised Limited Liability Company Act §605.0102.

1.15. "Encumber" means the act of creating or purporting to create an Encumbrance, whether or not perfected under applicable law.

1.16. "Encumbrance" means, with respect to any Membership Interest, or any part of it, a mortgage, pledge, security interest, lien, proxy coupled with an interest (other than as contemplated in this Agreement), option, or preferential right to purchase.

Articles of Formation  
for  
**Shenstone Disability Group LLC**

This Operating Agreement is entered into as of September 1 2020, by Amy Shenstone and Leith Shenstone (referred to individually as a Member and collectively as the Members)

A. The Members desire to form a limited liability company (Company) under the Revised Code of Florida Revised Limited Liability Company Act Section 605.

B. The Members enter into this Operating Agreement to form and provide for the governance of the Company and the conduct of its business and to specify their relative rights and obligations.

Now, therefore, the Members agree as follows:

**ARTICLE I: DEFINITIONS**

The following capitalized terms used in this Agreement have the meanings specified in this Article or elsewhere in this Agreement and when not so defined will have the meanings set forth in Florida Revised Limited Liability Company Act §605.0112., Limited Liability Companies.

1.1. "Act" means the Florida Revised Limited Liability Company Act §605.0112. including amendments from time to time.

1.2. "Agreement" means this operating agreement, as originally executed and as amended from time to time.

1.3. "Articles of Organization" is defined in Florida Revised Limited Liability Company Act §605.0112. as applied to this Company.

1.4. "Assignee" means a Person who has acquired a Member's Economic Interest in the Company, by way of a Transfer in accordance with the terms of this Agreement, but who has not become a Member.

1.5. "Assigning Member" means a Member who by means of a Transfer has transferred an Economic Interest in the Company to an Assignee.

1.6. "Book Adjustments" means, for any item of Company property for a given fiscal year, adjustments with respect to Book Value for depreciation, cost recovery, or other amortization deduction or gain or loss computed in accordance with Treasury Reg. §1.704-1(b)(2)(iv)(g), including Book Depreciation.