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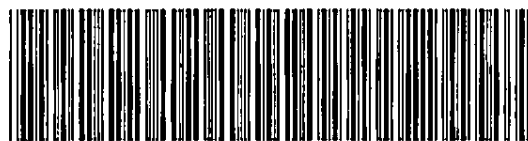
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Law Office
TIMOTHY M. GOAN, P.A.

West Pointe Plaza
4873 Palm Coast Parkway NW, Suite 5
Palm Coast, FL 32137

Telephone: (386) 445-9003
Facsimile: (386) 445-0540
Email: timgoan@goanlaw.com

April 1, 2021

Secretary of State
Division of Corporations
The Centre of Tallahassee
2415 North Monroe Street, Suite 810
Tallahassee, FL 32303

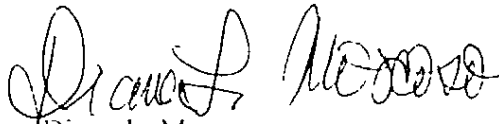
Re: Yard deSIGNS of Palm Coast, LLC

To Whom It May Concern:

Enclosed please find one original and a copy of the Articles of Organization of **Yard deSIGNS of Palm Coast, LLC** for filing. Please file and return a copy of the Articles to this office. This firm's check in the amount of \$125.00 is enclosed, along with a self-addressed, stamped envelope for return of the same.

Thank you for your attention to this matter.

Sincerely,



Diana L. Moscoso
Assistant to Timothy M. Goan

Encl.

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10 11 AM
CLERK

ARTICLES OF ORGANIZATION

of

Yard deSIGNS of Palm Coast, LLC

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The undersigned subscriber of these articles of organization, a natural person competent to contract, hereby forms a Florida Limited Liability Company under the laws of the State of Florida.

ARTICLE I - NAME

The name of the Limited Liability Company is: Yard deSIGNS of Palm Coast, LLC.

ARTICLE II - PRINCIPAL OFFICE

The mailing address of the principal office of the Limited Liability Company is 105 Fleetwood Drive, Palm Coast, FL 32137.

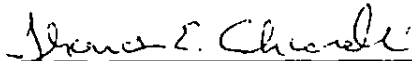
ARTICLE III - REGISTERED AGENT AND OFFICE

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

Thomas E. Chiarelli

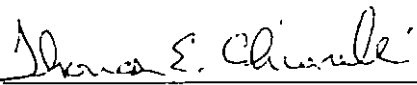
Address: 105 Fleetwood Drive, Palm Coast, FL 32137.

Having been named as registered agent and to accept service of process for the above stated Limited Liability Company at the place designated in this certificate, I hereby accept the appointment of registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S.



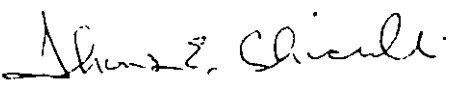
Thomas E. Chiarelli - Registered Agent
and Managing Member

IN WITNESS WHEREOF, the undersigned authorized representative of a member of Yard deSIGNS of Palm Coast, LLC does hereby execute and acknowledge these Articles this 1st day of April, 2021.



Thomas E. Chiarelli
Managing Member

In accordance with Section 608.403(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.



Thomas E. Chiarelli
Managing Member

**CERTIFICATE OF MEMBERSHIP
OF
Yard deSIGNS of Palm Coast, LLC**

This certificate is made and executed this 1st day of April, 2021.

The undersigned, being all of the members of Yard deSIGNS of Palm Coast, LLC, do hereby certify that the following individuals are granted membership interests in this Limited Liability Company pursuant to Article I, Section 1 of the Operating Agreement of the Company:

NAME	INTEREST
Thomas E. Chiarelli and Tahni S. Chiarelli, as joint tenants by the entireties	100%

This certificate is fully transferable on presentation at the office of the Company, properly endorsed or accompanied by an instrument of transfer and executed by the member or his or her authorized attorney.



Thomas E. Chiarelli
Managing Member

**OPERATING AGREEMENT
OF
Yard deSIGNS of Palm Coast, LLC**

a Florida Limited Liability Company

ARTICLE I

MEMBERS' INTEREST IN COMPANY

Section 1. *Certificates of membership interest.* The company shall have the power to issue certificates of membership interest in registered form representing ownership of an interest in the capital contributed by the member to the company. The certificate shall be transferable or interchangeable on presentation at the office of the company, properly endorsed or accompanied by payment of any tax or governmental charge imposed upon the transfer of certificates. The company shall replace any mutilated, lost, stolen or destroyed certificate on proper identification and indemnity satisfactory to the company and payment of any charges incurred in the replacement. On a return of all or any portion of the capital of the company contributed by a member holding a certificate, the member shall surrender the certificate or certificates for appropriate adjustment prior to receipt of his or her capital contribution.

Section 2. *Transfer of member's interest.* An interest of a member in the company may be transferred or assigned by (a) transfer of a certificate, if certificates have been issued by the company, or (b) by any manner sufficient to transfer personal property under applicable law. However, if all of the other members of the company other than the member proposing to dispose of his or her interest do not approve of the proposed transfer or assignment by unanimous written consent, the transferee of the interest of the member shall have no right to participate in the management of the business and affairs of the company or to become a member. The transferee shall be entitled to receive only the share of profits or other compensation by way of income and the return of contributions to which that member otherwise would be entitled.

ARTICLE II

MEMBER MEETINGS

Section 1. *Annual meetings.* Unless otherwise decided by resolution of the members, annual meetings of the members shall be held on the first day of January of each fiscal year of the company if not a legal holiday in the state in which the meeting shall be held, and if a legal holiday, then on the next business day following, beginning at 10:00 a.m. or at any other time and place as the members may decide by resolution and designate in the notice of the meeting. If the annual meeting is not held on the day designated in this Section, the members shall conduct the election a meeting of the members as soon as is convenient. The annual meeting shall be for the purpose of transacting any business which may properly come before th meeting.

Section 2. *Special meetings.* Special meetings of the members, for any purposes, unless prescribed by statute or by the Articles of Organization of the company, shall be held when requested in writing by the holders of not less than 51% of the then existing contributed capital of the company.

Section 3. *Place.* All meetings of the members shall be held within or without the State of Florida as shall be designated in the notice of meeting given pursuant to this Article or in a duly executed waiver of notice of the meeting.

Section 4. *Notice.* Whenever members are required or authorized to take any action at a meeting, a written notice of the meeting, stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered no fewer than 10 nor more than 60 days prior to the date set for the meeting, either by hand delivery or by first class mail, to each member entitled to vote at the meeting. If mailed, notice shall be deemed delivered three days after deposit in the United States mail addressed to the member at his or her address as it appears on the books of the company, with first class postage prepaid. Written waiver by a member of notice of a members meeting, signed by him or her, whether before or after the time stated on the notice, shall be equivalent to the giving of the notice.

Section 5. *Consents.* Personal presence of a member shall not be required, provided a written consent to or rejection of the proposed action is submitted to the chairman of the meeting. Attendance by a member and voting in person at any meeting shall revoke any written consents or rejections of the member submitted with respect to action proposed to be taken at the meeting. Submission of a later dated written consent or rejection with respect to any action shall revoke an earlier one as to the action. Every consent or rejection must be signed by the member or his or her attorney-in-fact. All questions regarding the validity of consents or rejections shall be determined by the manager or managers presiding over the meeting.

Section 6. *Action by written consent.* Any matter on which the members are authorized to take action under law, the Article of Organization or these Regulations may be taken by the members without a meeting assembled if written consents to the action by the members are signed by the members entitled to vote on the action at a meeting and who hold a majority in interest in the company as may be required by law, by the Articles of Organization or by these Regulations.

Section 7. *Adjourned meeting.* On an adjournment of a meeting, it shall not be necessary to give any notice of the adjourned meeting, provided that the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business which might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If, however, after the adjournment, the manager or managers fix a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given as provided in Section 4 of this Article to each member of record on the new record date entitled to vote at such meeting.

Section 8. *Member quorum and voting.* The holders of a majority of the then outstanding contributed and not returned capital of the company ("majority in interest of the member") entitled to vote, represented in person or by written consent, shall constitute a quorum at a meeting of members, except as otherwise prescribed by law or by the Articles of Organization of the company. All members present in person or represented by written consent at the meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum, except as prescribed by law or the Article of Organization. If a quorum is present, the affirmative vote of a majority in interest of the members represented at the meeting and entitled to vote on this subject matter shall be the act of the members unless otherwise provided by law, these Regulations or the Articles of Organization of the company. All questions regarding the qualification of voters and the acceptance or rejection of votes shall be decided by the manager or managers presiding over the meeting.

Section 9. *Closing of transfer books or fixing of record date.* For the purpose of determining members entitled to notice of or to vote at any meeting of members or any adjournment or postponement of any meeting of members, or in order to make a determination of members for any other proper purpose, the manager or managers of the company may provide that the transfer books shall be closed for a stated period, but not to exceed, in any case, ten days. If the transfer books shall be closed for the purpose of determining members entitled to notice of or to vote at a meeting of the members, the books shall be closed for at least two days immediately preceding the meeting. In lieu of closing the transfer books, the manager or managers may fix in advance a date as the record date for any such determination of members, this date in any case to be not more than one day and, in case of a meeting of members, not less than ten days prior to the date on which the particular action requiring the determination of members is to be taken. If the transfer books are not closed and no record date is fixed for the determination of members entitled to notice of or to vote at a meeting of members, or members entitled to receive payment of a dividend, the date on which notice of the meeting is mailed shall be the record date for the determination of members. When a determination of members entitled to vote at any meeting of members has been made as provided in this section, the determination shall apply to any adjournment or postponement of the meeting.

ARTICLE III

MANAGEMENT

FISCAL MATTERS

Section 1. *Capital account.* Each member shall have a capital account which shall be increased by:

(a) The amount of money and the fair market value of property (net of liabilities that the company assumes or take the property subject to) contributed by him or her to the company; and

(b) The amount of any company income and gain allocated to him or her; and shall be decreased by:

(c) The amount of money and the fair market value of property (net of liabilities that the member assumes or takes the property subject to) distributed to him by the company; and

(d) Allocations to him or her of company expenditures that are not deductible in computing the company's taxable income and are not capital expenditures; and

(e) Allocations to him or her of company loss and deduction.

A member shall not be entitled to any part of his or her capital account or to receive any distribution from the company, except as may be authorized by the members or until the full and complete winding up and liquidation of the business and affairs of the company. No member shall be entitled or required to make any capital contributions to the company other than as provided in these Regulations or in the Articles of Organization of the company. No interest shall be paid on the initial or any subsequent capital contribution of the company.

Section 2. *Profits and Losses.* An individual income account shall be maintained for each member. The net profits or net losses of the company, after providing for the expenses of the company, shall be distributable or chargeable, as the case may be, to each of the members according to their pro rata interest in the company as determined with reference to their respective capital account. Profits and losses shall be credited or debited to the individual income accounts as soon as practicable after the close of each fiscal year or otherwise as may be agreed to by the members. If there is no balance in a member's income account, net losses shall be debited to the member's capital accounts. If the capital account of a member shall have been depleted by the debiting of losses, future profits allocable to that member shall not be credited to his or her income account until the depletion in his or her capital account shall have been made up, but shall be credit to his or her capital account. After the depletion in the member's capital account shall have been made up, the member's subsequent share of the profits of the company shall be credited to his or her income account.

Section 3. *Loans.* Any member may, but shall not be required to, make loans to the company in an amount, at a time and on terms as may be approved by resolution of the members. No loan in this manner shall be considered a contribution to capital. The company shall not loan or advance funds to any member, nor permit its assets to be encumbered to secure the obligations of a member, without the prior consent of each of the other members.

Section 4. *Distributions.* Available cash shall be distributable to the members in proportion to their respective then existing non-returned, contributed capital. Available cash is (i) that sum of cash resulting from business operations, including sales revenues, royalties, interest income and any other income derived from sale or use of products developed by this company plus funds reserved

in an previous fiscal year but released without expenditure, less (ii) all cash expenditures, including, but not limited to, real and personal property taxes, principal and interest payments on all loans made to the company, insurance, capital requirements, accounting and legal fees and supplies, and less any amount which the members may reasonably determine to be necessary as a reserve for operating expenses, capital improvements, security deposits or contingencies, but not including cost expenditures previously reserved against in a prior fiscal year. Distributions of available cash shall be made no less often than annually, as determined by the members.

ARTICLE V

FINANCIAL STATEMENTS AND BOOKS

Section 1. *Books of account.* The members shall keep adequate books of account of the company which shall record and reflect all of the capital contributions of the members to the company and all of the expenses and transactions of the company. The books of account shall be kept at the principal place of business of the company, and each member and his or her authorized representative shall have, at reasonable times during normal business hours, free access to and the right to inspect and, at his or her expense, copy of the books of account and all records of the company, including a list of the names and addresses and interests owned of each of the members. All books and records of the company shall be kept on the basis of an annual accounting period except for the final accounting period which shall end on the dissolution or termination of the company without reconstitution.

Section 2. *Bank accounts and reports.* The members at the company's expense, shall cause income tax returns and reports for the company to be prepared and timely filed with the appropriate authorities. The members shall also, at the company's expense, cause to be prepared and timely filed with appropriate federal and state regulatory and administrative bodies, all reports required to be filed with these entities. As soon as practicable after the end of each fiscal year, the company shall provide the members with all information necessary for the preparation of the member's federal tax return.

ARTICLE VI

DISSOLUTION AND LIQUIDATION

The company shall be dissolved upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member, or on the occurrence of any other event which terminates the continued membership of a member in the company, unless the business of the company is continued by the written consent of all remaining members. Upon dissolution, the remaining members shall wind up the affairs of the company. Any assets of the company remaining after liquidation shall then be applied as follows:

(a) First, to pay and discharge all of the company's debts and other liabilities not already satisfied;

(b) Second, to establish a reserve for contingent liabilities of the company, if any, in an amount agreed to by the members;

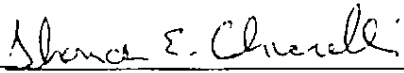
(c) Last, the balance shall be distributed to the members in proportion to their capital accounts in accordance with IRS Regulations.

ARTICLE VII

AMENDMENT TO OPERATING AGREEMENT

This operating agreement may be amended or repealed by a majority vote at a special meeting of the members, if notice of the amendment is contained in the notice of the meeting.

This certifies that the preceding constitutes the operating agreement of Yard deSIGNS of Palm Coast, LLC, as adopted by the members this 1st day of APRIL, 2021.



Thomas E. Chiarelli
Managing Member