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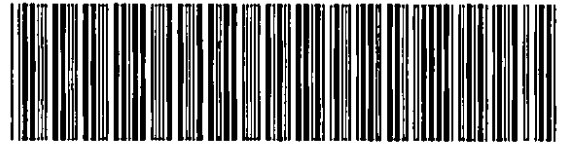
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## Articles of Organization

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### Article I Name

The name of the company is: Livity Financial LLC

### Article II Purpose

The purpose for which this company is organized is to conduct any lawful business pursuant to state statute, including but not limited to mortgage brokerage.

### Article III Registered Agent

The name and address of the company's initial registered agent is that of its sole member, Douglas A. Lawton, 1110 Parkside Green Drive, Unit C, Greenacres, FL 33415

I hereby am familiar with and accept the duties and responsibilities as registered agent for said company.



Signature of Agent

### Article IV Principal Office & Mailing Address

The principal office of the company is located at 1110 Parkside Green Drive, Unit C, Greenacres, FL 33415


### Article V Member

The name and addresses of the member is: Douglas A. Lawton, 1110 Parkside Green Drive, Unit C, Greenacres, Florida 33415. Email: livityfinancial@gmail.com

### Article VI Management

The name and address of the individual responsible for the day-to-day operations of the company is: Douglas A. Lawton, 1110 Parkside Green Drive, Unit C, Greenacres, Florida 33415. Email: livityfinancial@gmail.com

I, Douglas A. Lawton, acting as the Organizer for this company, execute these Articles of Organization dated this 14th day of May, 2021.



Signature of Organizer

# **OPERATING AGREEMENT**

## **FOR**

### **LIVITY FINANCIAL LLC**

#### **SINGLE-MEMBER MANAGED LIMITED LIABILITY COMPANY**

## **ARTICLE I**

### **Company Formation**

**1.1 FORMATION.** The Member has formed a Limited Liability Company ("Company") according to the provisions of the law in Florida, the state in which it was formed. This operating agreement is entered into and is effective as of the date it is adopted by the Member.

**1.2 REGISTERED OFFICE AND AGENT.** The location and name of the registered agent will be as stated in these formation documents.

**1.3 TERM.** The Company will continue perpetually unless:

- (a) The Member votes for dissolution;
- (b) Any event which causes the Company's business to become unlawful; or
- (c) Any other event causing dissolution of this Limited Liability Company under applicable state laws.

**1.4 BUSINESS PURPOSE.** The purpose of the company is chiefly mortgage brokerage but is not limited thereto. The Company will conduct any and all lawful business deemed appropriate in executing the company's objectives.

**1.5 PRINCIPAL PLACE OF BUSINESS.** The Company will have one or more offices at places the Member designates. The Company's principal and initial place of business will be stated in the formation documents, or as selected by the Member.

**1.6 ADMISSION OF ADDITIONAL MEMBERS.** Additional Members may be admitted to the Company through a Certificate of New Membership issuance by the Company, or a sale of the Member's current interest or a percentage thereof. Should a new Member be admitted, this operating agreement will become null and void, and a new operating agreement that addresses the powers of multiple Members will be adopted.

## **ARTICLE II**

### **Capital Contributions**

**2.1 INITIAL CONTRIBUTIONS.** The Member initially shall contribute to the Company's capital and the Company shall keep record of the amount contributed.

## **ARTICLE III**

### **Profits, Losses and Distributions**

**3.1 PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis.

**3.2 DISTRIBUTIONS.** The Member will determine and distribute available funds annually or as the Member sees fit. Available funds will refer to the net cash of the Company available after expenses and liabilities are paid. Upon liquidation of the Company the Member's interest will be distributed according to the positive capital or pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2).

## **ARTICLE IV**

### **Management**

**4.1 MANAGEMENT OF THE BUSINESS.** The Member will be responsible for the management and ownership of the business.

**4.2 MEMBER.** The liability of the Member will be limited as provided by state law. The Member is in control of the Company's affairs and has powers to bind the Company in legally binding agreements, including setting up and operating an LLC company bank account.

**4.3 POWERS OF THE MEMBER.** The Member is authorized on the Company's behalf to make all decisions regarding operations and legal affairs, including but not limited to:

- (a) the sale, development lease or other disposition of the Company's assets;
- (b) the purchase or acquisition of other assets of all kinds;
- (c) the management of all or any part of the Company's assets;
- (d) the borrowing of money, including the pre-payment, financing, or extension of any loan, and the granting of security interests in the Company's assets;
- (e ) the compromise or release of any of the Company's claims or debts; and,
- (f) the employment of persons, firms or corporations for the operation and management of the Company's business.

Additionally, the Member is authorized to execute and deliver:

- (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets;
- (b) all checks, drafts and orders for the payment of Company funds;
- (c) all promissory notes, loans, security agreements and other similar documents; and,
- (d) all other instruments of any other kind relating to the Company's affairs.

**4.4 NOMINEE.** Title to the Company's assets will be held in the Company's name or in the name of any nominee that the Member may designate. The Member shall have power to enter into a nominee agreement

with any such person, and such agreement may contain provisions indemnifying the nominee, except for his or her willful misconduct.

**4.5 EXCULPATION.** Any act or omission of the Member, which causes or results in loss or damage to the Company or Member, if done in good faith to promote the best interests of the Company, shall not subject the Member to any liability.

**4.6 INDEMNIFICATION.** The Company will indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that the person is or was a Member of the Company, employee, or agent of the Company, or is or was serving at the request of the Company. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or does not imply that the party did or did not act in good faith and in a manner which he/she reasonably believed to be lawful and in the best interest of the Company.

**4.7 RECORDS.** The Member will keep the following at the Company's principal place of business or other location:

- (a) A copy of all formation documents and all amendments;
- (b) Copies of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent years;
- (c) Copies of the LLC's financial statements for the three most recent years.

## **Article V**

### **Liability**

**5.1 LIABILITY.** The member of the company is not personally liable for the acts or debts of the company.

## **ARTICLE VI**

### **Compensation**

**6.1 MEMBER MANAGEMENT FEE.** The Member rendering services to the Company will be compensated commensurate with the value of these services.

**6.2 REIMBURSEMENT.** The Company will reimburse the Member for all direct out-of-pocket expenses incurred in managing the Company.

## **ARTICLE VII**

### **Book keeping**

**7.1 BOOKS.** The Member will keep accurate and complete accounting of the Company's affairs. The Company's accounting period will be the calendar year. At the end of the calendar year, the Member will prepare a statement of the Member's distributive share of income and expense for income tax reporting purposes.

**7.2 MEMBER'S ACCOUNTS.** The Member shall maintain separate capital and distribution accounts. The member's capital account will be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his/her initial capital contribution increased by:

- (a) Any additional capital contribution made by him/her;
- (b) Credit balances transferred from his or her distribution account to the member's capital account; and decreased by:
  - (i) Distributions to him/her in reduction of Company capital;
  - (ii) The Company's losses if charged to his/her capital account.

## **ARTICLE VIII**

### **Bank Account**

**8.1 AUTHORITY TO OPEN A BANK ACCOUNT.** The Member has the authority to open bank account(s) under the Limited Liability Company's name. The LLC will maintain its funds in one or more separate bank accounts in the name of the LLC. Additionally, the LLC will not allow the funds of the Company to be co-mingled in any way.

## **ARTICLE IX**

### **Transfers**

**9.1 ASSIGNMENT.** Should the Member have a creditor with a judgment that issues assignment of the membership interest to the creditor, the creditor will only obtain an assignment of the membership interest. The creditor will not receive actual Membership in the LLC. The creditor does not have any membership rights or possess the ability to be involved in the management of the LLC. Equally, the creditor does not have the right to dissolve the LLC. The creditor is only granted rights to the distributions of the Member's interests, not the rights of membership. The creditor must release the Member's interests back to Member upon payment of the judgment in accordance with the appropriate Court.

## **ARTICLE X**

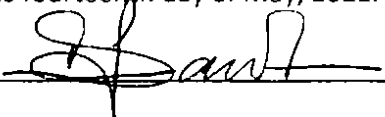
### **Dissolution**

**10.1 DISSOLUTION.** The Member may dissolve the LLC at any time. Upon dissolution the LLC must pay its debts first before distributing cash, assets, and/or initial capital to the Member. The dissolution may only be ordered by the Member.

## **CERTIFICATION OF MEMBER**

The undersigned hereby agree, acknowledge and certify to adopt this Operating Agreement.

Signed this fourteenth day of May, 2021.

Signature  Printed Name: DOUGLAS A. LAWTON