

L22000505209

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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(Business Entity Name)

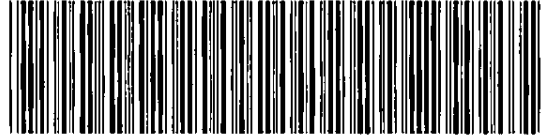
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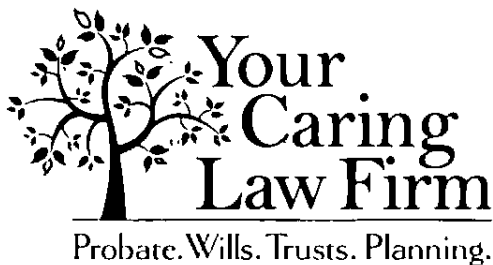
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2023 SEP -8 PM 1:22
SECRETARY OF STATE
TALLAHASSEE, FLORIDA



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Winter Park, Florida 32789

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Mary Merrell Bailey, Esq., CPA MBA MSTA MS Accg

August 30, 2023

State of Florida, Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Via – Priority Mail

Re: Yellow Rose Holdings LLC; L22000505209

Dear Sir or Madam:

Please be advised that this firm represents Joseph E. Seagle and Philip W. Richardson in the above-referenced limited liability company.

Enclosed please find the following documents for filing:

1. Amended and Restated Articles of Organization
2. Cover Letter and check in the amount of \$55.00 representing the filing fees of \$25.00 and \$30.00 for a certified copy of the Amended and Restated Articles of Organization

Please file the Amended and Restated Articles and return the certified copy of the Articles to us in the envelope provided.

Should you have any questions concerning this matter, please feel free to contact me or my paralegal, Vickie L. Parker, at your convenience. Thank you for your attention to this matter.

Sincerely,
YOUR CARING LAW FIRM

Mary Merrell Bailey

MMB/vlp
Enclosures

cc: Joseph E. Seagle and Philip W. Richardson w/out encls.

**Amended and Restated
Articles of Organization
of the
Yellow Rose Holdings LLC**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

A Florida Limited Liability Company

Section 1.01 Introduction and Preliminary Statements

The undersigned Organizer desires to form a limited liability company under the Laws of the State of Florida by delivering these Articles of Organization in duplicate to the Secretary of State of the State of Florida, in accordance with Florida Revised Limited Liability Company Act (the *Act*).

Section 1.02 Name

The name of the limited liability company, referred to as the *Company*, is:

Yellow Rose Holdings LLC,
A Florida Limited Liability Company

Section 1.03 Duration

The Company will perpetually exist from the filing date of these Articles of Organization with the Secretary of State of the State of Florida, unless dissolved according to law.

Section 1.04 Purpose

The Company is organized to conduct any lawful business or investment activities, and to exercise all of the powers, rights, and privileges granted to a limited liability company organized under the Act.

Section 1.05 Principal Place of Business

The Company's principal place of business is:

Physical Address:
407 Peachtree Road
Orlando, FL 32804

Mailing Address:
407 Peachtree Road
Orlando, Florida 32804

Section 1.06 Registered Agent and Registered Office

The initial Registered Agent's name is Joseph E. Seagle and the original registered addresses are as follows:

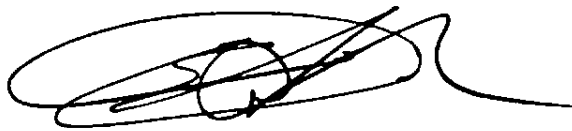
Physical Address:
407 Peachtree Road
Orlando, Florida 32804

Mailing Address:
407 Peachtree Road
Orlando, Florida 32804

Section 1.07 Registered Agent Consent

I, Joseph E. Seagle, a natural person and resident of Florida, accept the appointment as Registered Agent of Yellow Rose Holdings LLC, a Florida Limited Liability Company. I understand that my responsibilities as agent are to receive service of process, notices, and demands; to forward mail; and to notify the Office of the Secretary of State immediately if I resign or if the registered office address changes from the addresses stated above.

Dated: August 23, 2023.



Joseph E. Seagle, Registered Agent

Section 1.08 Organizer's Name and Address

Joseph E. Seagle, 407 Peachtree Road, Orlando, Florida 32804

Section 1.09 Additional Contributions

The Operating Agreement specifies the times and amounts of additional contributions to the Company.

Section 1.10 Additional Members

The Company has the right to admit additional Members to the Company under the terms and conditions of the Company's Operating Agreement. Any Member who is later admitted as a Member of the Company will have all of the rights and obligations of an original Member under the Operating Agreement. Any transferee of a Member's Interests in the Company must be treated as an Assignee until that transferee is admitted as an Additional or Substitute Member, if ever, under the Operating Agreement.

Section 1.11 Business Continuation

If a Company Member's membership in the Company is terminated by an event, the remaining Members and Managers of the Company have the right to continue the Company's business under the terms of the Operating Agreement. A terminating event may include the Member's death, disability, retirement, resignation, withdrawal, expulsion, or bankruptcy. If the remaining Members and Managers fail to continue the Company's business according to the terms of the Operating Agreement, the Company must be dissolved and liquidated under the Act and the Operating Agreement.

Section 1.12 Operating Agreement and Authority

To the extent not expressly required by and provided for in the Act, the manner in which the Company conducts its business and affairs, the duties and authority of its Members and Managers, and the rights and obligations of its Members and Managers must be set forth in the Operating Agreement adopted by the initial Members and Managers of the Company. This Operating Agreement may be amended from time to time according to its provisions.

Section 1.13 Management

The Company's Managers will manage the Company's business. The Managers have exclusive authority to act for the Company in all matters. The authorities and duties of the Managers are set forth in the Operating Agreement. The names and addresses of the initial Managers are:

Joseph E. Seagle
407 Peachtree Road
Orlando, Florida 32804

Philip W. Richardson
407 Peachtree Road
Orlando, Florida 32804

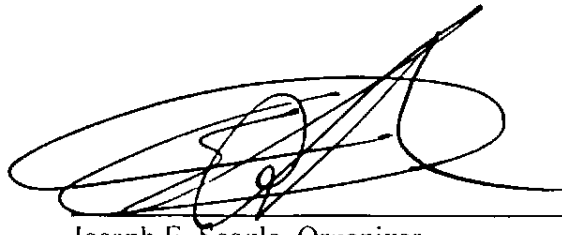
Section 1.14 Indemnification and Liability

As determined by the Managers of the Company, the Company may indemnify and advance expenses to a Member, Manager, employee, or agent of the Company in connection with any proceeding, to the extent permitted by applicable laws and statutes, the Act and the Company's Operating Agreement.

Section 1.15 Transferability of Interest

Interest in the Company is nontransferable except as specifically set forth in the Company's Operating Agreement.

Signed on August 23, 2023

A handwritten signature in black ink, appearing to be "J. Seagle", written over a horizontal line.

Joseph E. Seagle, Organizer

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TALLAHASSEE, FLORIDA