

L23000177488

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP      ☐ WAIT      ☐ MAIL

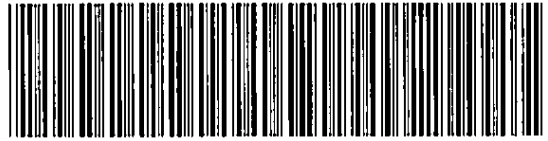
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

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900404964589

THE UNIVERSITY OF CHICAGO

FILED  
23 MAR 22 PM 6:51  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

COVER LETTER

TO: New Filing Section  
Division of Corporations

SUBJECT: Decision Point CQS LLC

(Name of Resulting Florida Limited Company)

The enclosed Articles of Conversion, Articles of Organization, and fees are submitted to convert an "Other Business Entity" into a "Florida Limited Liability Company" in accordance with s. 605.1045, F.S.

Please return all correspondence concerning this matter to:

Julie Popp

(Contact Person)

Decision Point CQS LLC

(Firm/Company)

1631 Del Prado Blvd. S. Ste 300 #1137

(Address)

Cape Coral FL 33990-6740

(City, State and Zip Code)

julie.popp@dpcqs.com

E-mail Address: (to be used for future annual report notifications)

For further information concerning this matter, please call:

Julie Popp

at (608) 358-4221

(Name of Contact Person)

(Area Code) (Daytime Telephone Number)

Enclosed is a check for the following amount: (All checks processed by this office must be payable in US dollars and drawn on a bank located in the United States)

☒ \$150.00 Filing Fees  
(\$25 for Conversion  
& \$125 for Articles  
of Organization)

☐ \$155.00 Filing Fees  
and Certificate of  
Status

☐ \$180.00 Filing Fees  
and Certified Copy

☐ \$185.00 Filing Fees,  
Certified Copy, and  
Certificate of Status

**Mailing Address:**

New Filing Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address:**

New Filing Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

INHS11 (7/17)

*See included WI conversion documents and  
original operating agreement*  
14-MAR-2023

FILED  
23 MAR 22 PM 6:54  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**Articles of Conversion**  
For  
**"Other Business Entity"**  
Into  
**Florida Limited Liability Company**

The Articles of Conversion **and attached Articles of Organization** are submitted to convert the following **"Other Business Entity" into a Florida Limited Liability Company** in accordance with s.605.1045, Florida Statutes.

1. The name of the "Other Business Entity" immediately prior to the filing of the Articles of Conversion is:  
Decision Point CQS LLC

(Enter Name of Other Business Entity)

2. The "Other Business Entity" is a LLC  
(Enter entity type. Example: corporation, limited partnership, general partnership, common law or business trust, etc.)

First organized, formed or incorporated under the laws of Wisconsin  
(Enter state, or if a non-U.S. entity, the name of the country)

on 06-08-2016  
(date of organization, formation or incorporation)

3. The name of the Florida Limited Liability Company as set forth in the **attached Articles of Organization:**

Decision Point CQS LLC

(Enter Name of Florida Limited Liability Company)

4. If not effective on the date of filing, enter the effective date: date of filing

**(The effective date: Cannot be prior to date of receipt or filed date nor more than 90 calendar days after the date this document is filed by the Florida Department of State.)**

**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.

5. The plan of conversion has been approved in accordance with all applicable statutes.

6. The "Converted or Other Business Entity" has agreed to pay any members having appraisal rights the amount to which such members are entitled under ss. 605.1006 and 605.1061-605.1072, F.S.

**FILED**  
23 MAR 2016 PM 6:54  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Signed this 14th day of March 20 23.

**Signature of Authorized Representative of Limited Liability Company:**

Signature of Authorized Representative: \_\_\_\_\_  
Printed Name: Julie Popp Title: Manager/ Member

**Signature(s) on behalf of Other Business Entity: [See below for required signature(s)]**

Signature: Julie Popp  
Printed Name: Julie Popp Title: Member

Signature: Robert Popp  
Printed Name: Robert Popp Title: Member

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**If Florida Corporation:**

Signature of Chairman, Vice Chairman, Director, or Officer.

If Directors or Officers have not been selected, an Incorporator must sign.

**If Florida General Partnership or Limited Liability Partnership:**

Signature of one General Partner.

**If Florida Limited Partnership or Limited Liability Limited Partnership:**

Signatures of ALL General Partners.

**All others:**

Signature of an authorized person.

**Fees:**

Articles of Conversion:	\$25.00
Fees for Florida Articles of Organization:	\$125.00
Certified Copy:	\$30.00 (Optional)
Certificate of Status:	\$5.00 (Optional)

23 MAR 22 PM 6:54  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED

# ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

## ARTICLE I - Name:

The name of the Limited Liability Company is:

Decision Point CQS LLC

(Must contain the words "Limited Liability Company," "L.L.C.," or "LLC.")

## ARTICLE II - Address:

The mailing address and street address of the principal office of the Limited Liability Company is:

### Principal Office Address:

PMB #1137

1631 Del Prado Blvd. S. Ste 300

Cape Coral FL 33990-6740

### Mailing Address:

PMB #1137

1631 Del Prado Blvd. S. Ste 300

Cape Coral FL 33990-6740

## ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:

(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

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

Julie Popp

Name

1631 Del Prado Blvd. S. Ste 300, #1137

Florida street address (P.O. Box **NOT** acceptable)

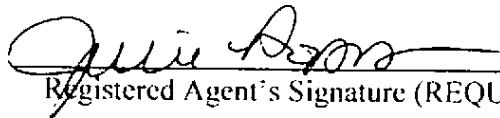
Cape Coral

FL 33990

City

Zip

*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 as 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 605, F.S..*



Registered Agent's Signature (REQUIRED)

(CONTINUED)

FILED  
3 MAR 22 PM 6:54  
CLERK OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLE IV-**

The name and address of each person authorized to manage and control the Limited Liability Company:

**Title:**

"AMBR" = Authorized Member

"MGR" = Manager

MGR

**Name and Address:**

Julie Popp


330 Tudor Dr. #202

Cape Coral FL 33904

(Use attachment if necessary)

**ARTICLE V:** Other provisions, if any.

**REQUIRED SIGNATURE:**



**Signature of a member or an authorized representative of a member**

This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

Julie Popp

Typed or printed name of signee

**Filing Fees**

**\$125.00 Filing Fee for Articles of Organization and Designation of Registered Agent**

**\$ 30.00 Certified Copy (Optional)**

**\$ 5.00 Certificate of Status (Optional)**

23 MAR 22 PM 6:54  
SECRETARY OF STATE  
FLORIDA

FILED



For Office



**State of Wisconsin**  
**Department of Financial Institutions**

***Endorsement***

**ARTICLES OF CONVERSION - FORM 1000 - Ch. 183**

**DECISION POINT CQS LLC**

**Received Date: 2/7/2023**

**Filed Date: 2/14/2023**

**Filing Fee: \$150.00**

**Entity ID#: D057427**

**Total Fee: \$150.00**

**Converts from DOM LLC (12)  
to UNL FGN**

23 MAR 22 PM 6:54  
SECRETARY OF STATE  
MILWAUKEE, WI 53233

**FILED**



State of Wisconsin  
DEPARTMENT OF FINANCIAL INSTITUTIONS  
Division of Corporate & Consumer Services

**FILING FEE \$150.00**

Please check box for  
(Optional) Expedited service ☐ + \$25.00

**FORM 1000**

Mandatory

**ARTICLES OF CONVERSION**

Sec. 178.1144, 179.1144, 180.1161(5), 181.1164, or 183.1044, Wis. Stats.

**Article 1. CONVERTING ENTITY:**

Entity Name: <b>Decision Point CQS LLC</b>		
Indicate (X) Entity Type	<input type="checkbox"/> General Partnership (Ch. 178, Wis. Stats.) <input type="checkbox"/> Limited Liability Partnership (Ch. 178, Wis. Stats.) <input type="checkbox"/> Limited Partnership (Ch. 179, Wis. Stats.) <input type="checkbox"/> Limited Liability Limited Partnership (Ch. 179, Wis. Stats.) <input type="checkbox"/> Business Corporation (Ch. 180, Wis. Stats.) <input type="checkbox"/> Nonstock Corporation (Ch. 181, Wis. Stats.) <input checked="" type="checkbox"/> Limited Liability Company (Ch. 183, Wis. Stats.)	Organized under the laws of <b>WI</b> (state or country)

**Article 2. CONVERTED ENTITY:**

Entity Name: <b>Decision Point CQS LLC</b>		
Indicate (X) Entity Type	<input type="checkbox"/> General Partnership (Ch. 178, Wis. Stats.) <input type="checkbox"/> Limited Liability Partnership (Ch. 178, Wis. Stats.) <input type="checkbox"/> Limited Partnership (Ch. 179, Wis. Stats.) <input type="checkbox"/> Limited Liability Limited Partnership (Ch. 179, Wis. Stats.) <input type="checkbox"/> Business Corporation (Ch. 180, Wis. Stats.) <input type="checkbox"/> Nonstock Corporation (Ch. 181, Wis. Stats.) <input checked="" type="checkbox"/> Limited Liability Company (Ch. 183, Wis. Stats.)	Organized under the laws of <b>FL</b> (state or country)

**Article 3.** The Plan of Conversion was approved and adopted by the converting entity in accordance with its governing law. The Plan of Conversion is on file at the principal office of the converted entity. Upon request, a copy of the Plan of Conversion will be provided to any interest holder of the converting entity.

Office Use Only

**Article 4. Special provisions (select only if applicable):**

☐ The converting entity is a general partnership, limited liability partnership, limited partnership, or limited liability limited partnership organized under Wisconsin law, and at least one partner did not vote for or consent to the transaction. *If this box is checked, refer to sections 178.1161 or 179.1161 of the Wisconsin Statutes, as applicable, and select one of the two statements below:*

☐ The transaction will materially increase the current or potential obligations of the non-consenting partner with respect to any entity in the conversion or treat the non-consenting partner's interests in a manner different from interests of the same class held by any other partner.

☐ The transaction will not materially increase the current or potential obligations of the non-consenting partner with respect to any entity in the conversion, nor treat the non-consenting partner's interests in a manner different from interests of the same class held by any other partner.

**Required attachments:** You must attach the organizational documents of the converted entity, if any. As used herein, the term "organizational documents" refers to an entity's articles of incorporation, articles of organization, statements of qualification, certificates of limited partnership, and similar documents that create and govern the entity and must be filed as public records under applicable law.

**Optional attachments:** The converting entity may—but is not required to—include additional provisions relating to the conversion in these articles. Attach any optional provisions on additional pages as needed.

*See attached Conversion plan and documents 30 Jan 2023.*

**EXECUTION:** These articles of conversion must be signed by the converting entity identified in Article 1 above.

Executed on 30 Jan 2023  
(Date)

Julie Popp  
(Signature)

Julie Popp

(Printed name)

Select or enter the appropriate title of the person executing the document.

**For a Business Corporation**

Title: ☐ President ☐ Secretary

☐ Other officer title: \_\_\_\_\_

**For all other entity types,** a person authorized to sign on behalf of the entity.

Title: Member Manager 30 Jan 23

**For a Limited Partnership or Limited Liability Limited Partnership**

Title: ☐ General Partner

This document was drafted by Julie Popp  
(Name the individual who drafted the document)

(Optional) This document has a **delayed** effective date: \_\_\_\_\_  
(up to 90 days after received date)

**Contact Information:**

**Julie Popp**

Name

**PMB 1137, 1631 Del Prado Blvd. S Ste 300**

Mailing Address

**Cape Coral**

**FL**

**33990-6740**

City

State

Zip Code

**julie.popp@dpcqs.com**

**608-358-4221**

Email Address

Phone Number

**INSTRUCTIONS** (Refer to sections 178.1144, 179.1144, 180.1161(5), 181.1164, or 183.1044, Wis. Stats., as applicable, for document content.)

Please use BLACK ink. Submit one original to State of WI-Dept. of Financial Institutions, Box 93348, Milwaukee WI, 53293-0348, together with a check for the \$150.00 filing fee, payable to the Department of Financial Institutions. (If sent by express or priority U.S. mail, please mail to State of WI-Dept. of Financial Institutions, Division of Corporate and Consumer Services, 4822 Madison Yards Way, 4th Fl., North Tower, Madison WI, 53705.) If requesting optional expedited service, please check the expedited service box in the upper-right corner of the first page and include an additional \$25.00. Filing fees are non-refundable. This document can be made available in alternate formats upon request to qualifying individuals with disabilities. Upon filing, the information in this document becomes public and might be used for purposes other than those for which it was originally furnished. If you have any questions, please contact the Division of Corporate & Consumer Services at 608-261-7577 (hearing-impaired may call 711 for TTY) or by email at [DFICorporations@dfi.wisconsin.gov](mailto:DFICorporations@dfi.wisconsin.gov).

**Article 1.** Identify the entity that is converting to another type of entity. Provide the name, entity type, and governing law (either a U.S. state or a foreign country) of the converting entity as it exists immediately prior to the conversion.

**Article 2.** Identify the entity that will continue in existence following the conversion of the converting entity. Provide the name, entity type, and governing law (either a U.S. state or a foreign country) of the converted entity.

**Article 3.** Wisconsin law requires the converting entity to affirm that the plan of conversion was approved and adopted in accordance with the converting entity's governing law, that the plan is on file at the principal office of the converted entity, and that the plan will be provided upon request to any interest holder of the converting entity. *Note: the converting entity is not required to file the plan of conversion with the Department.*

**Article 4 (IF APPLICABLE).** If the conversion includes a general partnership, limited partnership, limited liability partnership, or limited liability limited partnership, and at least one partner of the partnership did not vote for or consent to the conversion, you must check the first box, then check one of the two statements below it to indicate whether the transaction will materially increase the current or potential obligations of the non-consenting partner with respect to any entity in the conversion or treat the non-consenting partner's interests in a manner different from interests of the same class held by any other partner. Consult section 178.1161 or 179.1161 of the Wisconsin Statutes, as applicable, for more information on this requirement.

If those circumstances do not apply, leave this article blank.

**Optional additional provisions.** The converting entity may—but is not required to—include additional provisions relating to the conversion in these articles. Attach any optional additional provisions on additional pages as needed.

**MEMBER AND MANAGER ACTION  
BY UNANIMOUS CONSENT  
WITHOUT A MEETING  
OF  
DECISION POINT CQS, LLC**

The undersigned, presently being the Members of all the issued and outstanding units and the Managers of **Decision Point CQS, LLC**, a Wisconsin limited liability company (the "Company"), who would be entitled to vote upon the actions hereinafter set forth at a formal joint meeting of the Member and Manager of said Company, do hereby consent to the actions described below to the same extent, and to have the same force and effect as if adopted at a formal joint meeting of the Members and Managers of said Company.

1. That a conversion of the Company into **Decision Point CQS, LLC**, a Florida limited liability company (the "Converted Entity") is hereby authorized and approved (the "Conversion").
2. That the required Plan of Conversion under both Wisconsin and Florida law, a copy of which is attached to this written consent action as **Exhibit A** (the "Plan of Conversion"), is hereby approved, ratified and confirmed.
3. That the undersigned hereby ratify and confirm that the Members of the Company are the Members of the Converted Entity, owning an identical percentage interest in both entities, as set forth below.

<u>Member</u>	<u>% Company</u>	<u>% Converted Entity</u>
Julie Popp	50.00%	50.00%
Robert Popp	50.00%	50.00%

4. That the existing Operating Agreement of **Decision Point CQS, LLC** in effect is adopted as the operating agreement (the "Operating Agreement"), and is hereby amended as of the effective date of the Conversion to provide it will be governed by Florida law; venue for any dispute shall lie in the courts of competent jurisdiction sitting in Lee County, Florida; all references to the Wisconsin Limited Liability Company Act shall be replaced with the Florida Revised Limited Liability Company Act; and any provisions in conflict with the Florida Revised Limited Liability Company Act are hereby struck. A copy of this is attached as **Exhibit II** to the Plan of Conversion.
5. That Julie Popp, as the Manager of the Company ("and the Converted Entity") is hereby authorized and directed to take such further action and to execute such further documents or instruments as may be required to consummate said conversion.

6. That the execution by Julie Popp, as manager of the company, of any documents or instruments authorized by the foregoing resolutions, or any document or instrument executed in the accomplishment of any action or actions authorized by this consent action, or the execution of any amendment or modification of any such document or instrument, shall be deemed to be conclusive approval thereof by this Company (and the Converted Entity) and the binding act and obligation of this Company (and the Converted Entity).

Facsimile copies of executed documents or executed documents sent as a PDF attachment to an e-mail transmission shall be deemed originals for all purposes.

The undersigned do hereby consent and affirm that the actions set forth in the foregoing resolutions shall have the same force and effect as if taken at a duly constituted meeting of the Members and Manager of the Company and that this document be filed with the Secretary of the Company and shall be made a part of the minutes of the Company (and the Converted Entity).

**COMPANY:**

Decision Point CQS, LLC

Date Signed: 30 Jan, 2023

Julie Popp  
Julie Popp, Manager

**MEMBERS:**

Date Signed: 30 Jan, 2023

Julie Popp  
Julie Popp

Date Signed: 30 Jan, 2023

Robert Popp  
Robert Popp

**EXHIBIT A**  
**PLAN OF CONVERSION**

## **PLAN OF CONVERSION**

The following Plan of Conversion is submitted in compliance with Section 183.1041 of the Wisconsin Uniform Limited Liability Company Law and with the Florida Revised Limited Liability Company Act, pursuant to Florida Statutes Section 605.1041, to effect the mere change of the place of organization of the converting limited liability company.

**FIRST:** The name and jurisdiction of the **Converted** entity: Decision Point CQS, LLC, a Florida limited liability company ("Converted Entity").

**SECOND:** The name and jurisdiction of **Converting** entity: Decision Point CQS, LLC, a Wisconsin limited liability company ("Converting Entity").

**THIRD:**

A. The manner and basis of converting the shares of the Converting Entity into shares of the Converted Entity, in whole or in part, into cash or other property are as follows:

Immediately prior to the Effective Date, ownership in the Converting Entity will remain identical in the Converted Entity.

B. The manner and basis of converting rights to acquire the interest, shares, obligations or other securities of the Converting Entity into rights to acquire the interests, shares, obligations or other securities of the Converted Entity, in whole or in part, into cash or other property is as follows:

There are no authorized or outstanding rights to acquire interests, shares, obligations or other securities of the Converting Entity. Therefore, there is no manner or basis of converting rights to acquire interests, shares, obligations or other securities of the converting party into rights to acquire interests, shares, obligations or other securities of the Converted Entity, in whole or in part, into cash or other property.

**FOURTH:** The other terms and conditions of the conversion are as follows:

**Conversion.** In accordance with the provisions of the Wisconsin Uniform Limited Liability Company Law and the Florida Revised Limited Liability Company Act, the Converting Entity shall convert into Decision Point CQS, LLC, a Florida limited liability company (the "Converted Entity") (the "Conversion"), and the separate existence of the Converting Entity shall cease, and the Converted Entity shall survive the Conversion.

**Effective Date.** The Conversion shall become effective as of as of the date of filing of the Articles of Conversion with the State of Florida (the "Effective Date").

**Effect of Conversion.** The Conversion shall have the effect set forth in the Wisconsin Uniform Limited Liability Company Law and as set forth in the Florida Revised Limited Liability Company Act.

Surviving Member. The Members of the Converting Entity as of the Effective Date shall become the Members of the Converted Entity following the Effective Date.

Organizational Documents of Converted Entity: The Converted Entity's Articles of Organization, substantially in the form as **Exhibit I** attached hereto, which shall be filed with the office of the Florida Secretary of State, shall be the public organic record of the Converted Entity. The Converted Entity's Operating Agreement, substantially in the form as **Exhibit II** attached hereto shall be the private organic rules of the Converted Entity.

**EXHIBIT I**

**ARTICLES OF ORGANIZATION OF DECISION POINT CQS, LLC**

**ARTICLES OF ORGANIZATION  
OF  
DECISION POINT CQS, LLC**

**ARTICLE I-NAME**

The name of the limited liability company shall be Decision Point CQS, LLC (the "Company").

**ARTICLE II-MAILING AND STREET ADDRESS**

The mailing and street address of the principal office of the Company is:

PMB 1137  
1631 Del Prado Blvd S,  
Ste. 300  
Cape Coral, FL 33990-6740

**ARTICLE III-EFFECTIVE DATE**

This limited liability company's existence shall commence upon the filing of these Articles and shall terminate as provided for in the Operating Agreement.

**ARTICLE IV-INITIAL REGISTERED AGENT AND OFFICE**

The name and street address of the initial registered agent of the Company are:

**Name**

**Address**

Julie Popp

PMB 1137  
1631 Del Prado Blvd S,  
Ste. 300  
Cape Coral, FL 33990-6740

**ARTICLE V-PURPOSE**

The Company shall have unlimited power to engage in and do any lawful act concerning any or all lawful businesses for which limited liability companies may be organized according to the laws of the State of Florida, including all powers and purposes now and hereafter permitted by law to a limited liability company.

**ARTICLE VI-MANAGEMENT OF THE COMPANY**

The Company shall be managed by not less than one (1) manager (the "Manager") and is, therefore, a manager-managed company. The following is the name and address of the initial Manager who shall serve as the Manager of the Company until her successor is elected and qualified:

**Name**

**Address**

Julie Popp

PMB 1137  
1631 Del Prado Blvd S,  
Ste. 300  
Cape Coral, FL 33990-6740

**ARTICLE VII-OPERATING AGREEMENT**

The Members shall have the power to adopt, alter, amend, or repeal the Operating Agreement of the Company containing provisions for the regulation and management of the affairs of the Company.

The undersigned, being an authorized representative of the Members of the Company, has executed these Articles of Organization this 30 day of January, 2023.

  
Julie Popp  
Authorized Representative

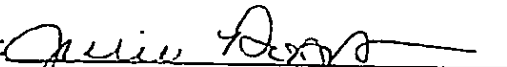
**CERTIFICATE OF DESIGNATION OF  
REGISTERED AGENT/REGISTERED OFFICE**  
PURSUANT TO THE PROVISIONS OF SECTION 605.0113, FLORIDA  
STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE  
FOLLOWING STATEMENT IN DESIGNATING THE REGISTERED  
OFFICE/REGISTERED AGENT, IN THE STATE OF FLORIDA.

1. The name of the limited liability company is: Decision Point CQS, LLC.
2. The name and address of the registered agent and office are:

Julie Popp  
PMB 1137  
1631 Del Prado Blvd S,  
Ste. 300  
Cape Coral, FL 33990-6740

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 as 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 605, Florida Statutes.

**REGISTERED AGENT:**

By:   
Julie Popp  
Registered Agent

## **AMENDED AND RESTATED OPERATING AGREEMENT OF DECISION POINT CQS LLC**

This Amended and Restated Operating Agreement ("Agreement"), effective the 1<sup>st</sup> day of January, 2021, is by and among Decision Point CQS, LLC (Company), a limited liability company organized pursuant to Chapter 183, Wisconsin Statutes, and Julie Popp and Robert Popp ("Members"). This Agreement revokes and replaces any previously signed operating agreement of the Company.

### **1. MEMBERSHIP.**

The Members' ownership interest is reflected by Units. The members of Company as of the date of this Agreement are:

Robert Popp	50%
Julie Popp	50%

### **2. MANAGEMENT BY MANAGER(S)**

- (a) Number and Qualification of Managers. As provided in the Articles of Organization, the company shall be managed exclusively by a Manager or Managers. Managers shall be selected as provided below, may be individuals or entities, and need not be Member of the Company. The current Manager shall be Julie Popp. If any Manager shall die, dissociate, resign or be removed, a successor Manager shall be elected by a majority of the Units entitled to vote on the matter, including persons who shall become Members by reason of the Manager's death.
- (b) Election of Managers. The Manager or Managers shall be elected each year by a majority of the Units entitled to vote on the matter. The Manager shall continue to serve until a successor Manager or Managers is elected.
- (c) Authority.
  - (1) The Managers shall have full and exclusive power and authority on behalf of the Company, in its name, to manage, control, administer and operate the business and affairs of the Company, and to do or cause to be done any and all acts deemed by the Managers to be necessary or appropriate thereto, and the scope of such power and authority shall encompass all matters in any way connected with such business or incident thereto.
  - (2) Each Manager is an agent of the Company for the purpose of its business. The act of any Manager, including the execution in the name of the Company of any instrument for apparently carrying on in the ordinary course of Business the business of the Company, binds the Company unless the Manager has, in fact, no authority to act for the Company (such as for actions

that are to be authorized by majority or unanimous vote of Managers or Members) and the person with whom the Manager is dealing has knowledge that the Manager has no authority to act in the matter.

- (d) Limitations on Authority. The Managers shall have no authority to bind the Company as to the following matters without first obtaining by three-fourths (3/4) majority vote of the Units:
- (1) Sale, lease, exchange, mortgage, pledge, or other transfer or disposition of all or substantially all the assets of the Company;
  - (2) Merger of the Company with another entity;
  - (3) Any act of contravention of the operating Agreement or amendment between a Member or Manager and the Company.
  - (4) Any transaction involving an actual or potential conflict of interest between a Member or Manager and the Company.
- (e) Other Activities. Managers may have other business interests and may engage in other activities in addition to those relating to the Company. This section does not change each Manager's duty to act in a manner that the Manager reasonably believes to be in the best interests of the Company.
- (f) Meetings; Notices; Quorum; Voting. Meetings of the Managers may be called by any Manager. A majority of the Managers shall constitute a quorum. Each Manager shall be entitled to one vote. Except as otherwise required by this Agreement, or applicable law, a matter submitted to a vote of the Managers shall be deemed approved if a majority of the Managers vote in favor of the matter.
- (g) Resignation. A Manager may resign at any time by delivering written notice to the other Managers or to the Members. The resignation is effective thirty days after the date the notice is first mailed or otherwise delivered, unless the notice specifies a later effective date. Once delivered, a notice of resignation is irrevocable unless revocation is permitted by the Managers. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of the Member.
- (h) Removal of Manager by Members. The Members may remove a Manager for cause. The Members shall have cause if the Manager shall act or fail to act in a manner that constitutes any of the following:
- (1) A willful failure to deal fairly with the Company or its Members in connection with a matter in which the Manager has a material conflict of interest;

- (2) A violation of criminal law, unless the Manager had reasonable cause to believe that the Manager's conduct was lawful or no reasonable cause to believe that the conduct was unlawful;
- (3) A transaction from which the Manager derived an improper personal profit; or
- (4) Willful misconduct.

A Manager may be removed by the Members only at a meeting called for the purpose of removing the Manager and the meeting notice must state that the purpose, or one of the purposes, of the meeting is removal of the Manager. A Manager shall be removed by a unanimous vote of the Members.

- (i) Salaries. The salaries and other compensation of the Managers shall be fixed from time to time by vote of the Members. A Manager shall not be precluded from receiving a salary because the Manager is also a Member.
- (j) Other Agents. The Managers may, by vote, authorize any agent to enter into any lawful contract or to otherwise act on behalf of the Company. Such authority may be general or be confined to specific instances.

### **3. MANAGEMENT AND VOTING RIGHTS OF MEMBERS.**

Each Member owning Units who has not Dissociated shall be entitled to vote on matters submitted to the Members for a vote as a function of the number of Units owned by each Member. Voting may be in person or by proxy at a meeting duly called for such purpose.

### **4. ADDITIONAL MEMBERS, UNITS, CONTRIBUTIONS.**

- (a) Admission of Additional Members. Additional persons may be admitted to the Company as Members, and Units may be created and issued to those persons at the direction of the Managers on such terms and conditions as the Managers may determine at the time of admission. The Managers shall determine the value of any property contributed in exchange for Units. Any such admission is effective only after the new Member has executed and delivered to the Managers a document stating the new Member's agreement to be bound by this Agreement and only upon the consent of all the Members, except as otherwise provided in this Agreement.
- (b) Issuance of Additional Units. Additional Units may be issued to existing Members at the direction of the Managers on such terms and conditions as the Managers may determine. The Managers shall determine the value of any property contributed in exchange for Units. The Managers shall determine the time that the Units shall be deemed issued.

- (c) Voluntary Contributions. If any Member advances cash or other property to the Company, such advance shall be treated as a loan to the Company (without interest) and shall not increase the capital account of the contributing Member, unless the Managers accept such advance as an additional capital investment of the advancing Member, and in such case the Units of the advancing Member shall be adjusted to reflect the additional capital investment. The Services by any Member in its capacity as a Member shall not be considered contributions to the capital of the Company

## **5. ACTIONS WITHOUT NOTICE OR MEETINGS**

Any action required or permitted to be taken by the Members or the Managers at a meeting may be taken without a meeting if a consent is in writing, describing the action taken, is signed by Managers and/or Members holding the requisite number of Units entitled to vote that would be necessary to decide the issue if a meeting were called and held for that purpose.

## **6. PROFITS AND LOSSES.**

- (a) Allocation of Profits and Losses. Net profits and losses of the Company shall be divided (or borne) according to the Members' Units. For purposes of this Agreement, the terms "Profits" and "Losses" shall mean the net income and net loss of Company as determined by Company's accountant. As used in this Agreement, the "Internal Revenue Code" means the Internal Revenue Code of 1986, as amended from time to time.
- (b) Distributions. In the sole discretion of the Manager(s), cash flow distributions may be made from time to time if, in the judgment of the Manager(s), sums are available for distribution and such sums are not needed for Company operations or intended for future business purposes or growth of the Company. Members shall have no ownership right to any accounts, monies or other assets of the Company other than by virtue of the Member's ownership rights in the Units of Company, and Members shall not be entitled to any distributions of Profits or cash flow unless authorized by the Managers as described herein, or except as otherwise specifically required by law.

## **7. COMPANY EARNINGS AND EXPENSES.**

All earnings of each Member from Company's business belong to Company. All pre-approved expenses incurred by the Members in the conduct of Company business shall be paid from Company earnings. Company shall reimburse each Member for any actual and necessary direct expenditures of his funds for Company purposes, provided the expenditures were approved by Company.

## **8. BOOKS AND RECORDS.**

The Company shall keep such books and records as required by Wisconsin law. The fiscal year of Company shall end on the 31st day of December each year.

**9. RETURN OF CAPITAL**

Except as otherwise expressly provided herein, no Member shall be entitled to the return of all or any part of such Member capital contributions prior to or upon dissolution of Company.

**10. THE WITHDRAWAL OR DISSOCIATION BY MEMBERS**

A Member may withdraw from Company effective no sooner than ninety (90) days after giving written notice of Member's intent to withdraw.

**11. EVENT OF DISSOCIATION.**

The occurrence of any of the events set forth in this Section shall constitute an event of Dissociation resulting in a person ceasing to be a Member of the Company:

- (a) Withdrawal by the Members from the Company;
- (b) A Member filing a voluntary petition in bankruptcy;
- (c) Dissolution of a Member.

**12. DISSOLUTION OF COMPANY.**

The Company shall be dissolved upon whichever of the following shall first occur:

- (a) The written consent of all Members to dissolve the Company;
- (b) The Company cannot legally continue operating under Chapter 183, Wis. Stats;
- (c) Entry of a decree of judicial dissolution under §183.0902, Wis. Stats.

**13. WINDING UP AND LIQUIDATION.**

Upon dissolution of the Company, the Company shall immediately proceed to wind up its affairs and promptly liquidate the assets of the Company and/or apply and distribute the assets or proceeds of such liquidation in the following order.

- (a) To payment of the debts of the Company, other than to the Members;
- (b) To payment pro rata of the total of amounts borrowed from and not repaid to Members;

- (c) As distributions to the Members in proportion to their Units owned.

**14. AMENDMENTS.**

This Agreement may only be amended by unanimous vote of all Units.

**15. HEADINGS.**

Headings of Articles and Sections in this Agreement are only for convenience or reference and do not define, limit, extend, or describe the scope or intent of this Agreement.

**16. NUMBER AND GENDER.**

Whenever required by the context, the singular number shall include the plural and gender shall include all genders.

**17. APPLICABLE LAW AND SEVERABILITY.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. If any provision of this Agreement shall be contrary to the laws of Wisconsin or any other applicable law, at the present time or in the future, such provision shall be deemed null and void, but this shall not affect the legality of the remaining provisions of this Agreement. This Agreement shall be construed in such a way as will best serve the intention of the parties at the time of execution of this Agreement.

**18. RIGHTS OF CREDITORS.**

This Agreement is not intended to be for the benefit of any creditor or any person (other than a Member) to whom any debts, liabilities or obligations are owed by, or who otherwise has a claim against, the Company or any Member, and no such creditor or other person shall have any rights under this Agreement, nor may by reason of such Agreement make any claim with respect to any of the aforesaid debts, liabilities or obligations (or otherwise) against the Company or any Member.

**19. MISCELLANEOUS**

Agreement Drafted by Company's Counsel. Each Member acknowledges that Palmersheim Dettmann, S.C., counsel for the Company has prepared this Agreement on behalf of and in the course of its representation of the Company, and that:

- (a) They have been advised that a conflict of interest may exist between his or her interest and those of the Company and the other Member; and

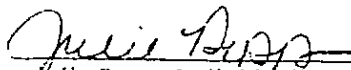
(b) They have been advised to seek the advice of independent counsel, and they had the opportunity to seek the advice of independent counsel.

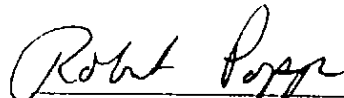
Signature in Counterparts. This Agreement may be signed by the Members in one or more counterpart copies which together shall constitute a single originally signed document.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto effective the date set forth above.

**DECISION POINT CQS, LLC**

  
By: Julie Popp, Manager

  
Julie Popp, Individually

  
Robert Popp, Individually

## **AMENDED AND RESTATED OPERATING AGREEMENT OF DECISION POINT CQS LLC**

This Amended and Restated Operating Agreement ("Agreement"), effective the 1<sup>st</sup> day of January, 2021, is by and among Decision Point CQS, LLC (Company), a limited liability company organized pursuant to Chapter 183, Wisconsin Statutes, and Julie Popp and Robert Popp ("Members"). This Agreement revokes and replaces any previously signed operating agreement of the Company.

### **1. MEMBERSHIP.**

The Members' ownership interest is reflected by Units. The members of Company as of the date of this Agreement are:

Robert Popp	50%
Julie Popp	50%

### **2. MANAGEMENT BY MANAGER(S)**

- (a) Number and Qualification of Managers. As provided in the Articles of Organization, the company shall be managed exclusively by a Manager or Managers. Managers shall be selected as provided below, may be individuals or entities, and need not be Member of the Company. The current Manager shall be Julie Popp. If any Manager shall die, dissociate, resign or be removed, a successor Manager shall be elected by a majority of the Units entitled to vote on the matter, including persons who shall become Members by reason of the Manager's death.
- (b) Election of Managers. The Manager or Managers shall be elected each year by a majority of the Units entitled to vote on the matter. The Manager shall continue to serve until a successor Manager or Managers is elected.
- (c) Authority.
  - (1) The Managers shall have full and exclusive power and authority on behalf of the Company, in its name, to manage, control, administer and operate the business and affairs of the Company, and to do or cause to be done any and all acts deemed by the Managers to be necessary or appropriate thereto, and the scope of such power and authority shall encompass all matters in any way connected with such business or incident thereto.
  - (2) Each Manager is an agent of the Company for the purpose of its business. The act of any Manager, including the execution in the name of the Company of any instrument for apparently carrying on in the ordinary course of Business the business of the Company, binds the Company unless the Manager has, in fact, no authority to act for the Company (such as for actions

that are to be authorized by majority or unanimous vote of Managers or Members) and the person with whom the Manager is dealing has knowledge that the Manager has no authority to act in the matter.

- (d) Limitations on Authority. The Managers shall have no authority to bind the Company as to the following matters without first obtaining by three-fourths (3/4) majority vote of the Units:
- (1) Sale, lease, exchange, mortgage, pledge, or other transfer or disposition of all or substantially all the assets of the Company;
  - (2) Merger of the Company with another entity;
  - (3) Any act of contravention of the operating Agreement or amendment between a Member or Manager and the Company.
  - (4) Any transaction involving an actual or potential conflict of interest between a Member or Manager and the Company.
- (e) Other Activities. Managers may have other business interests and may engage in other activities in addition to those relating to the Company. This section does not change each Manager's duty to act in a manner that the Manager reasonably believes to be in the best interests of the Company.
- (f) Meetings; Notices; Quorum; Voting. Meetings of the Managers may be called by any Manager. A majority of the Managers shall constitute a quorum. Each Manager shall be entitled to one vote. Except as otherwise required by this Agreement, or applicable law, a matter submitted to a vote of the Managers shall be deemed approved if a majority of the Managers vote in favor of the matter.
- (g) Resignation. A Manager may resign at any time by delivering written notice to the other Managers or to the Members. The resignation is effective thirty days after the date the notice is first mailed or otherwise delivered, unless the notice specifies a later effective date. Once delivered, a notice or resignation is irrevocable unless revocation is permitted by the Managers. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of the Member.
- (h) Removal of Manager by Members. The Members may remove a Manager for cause. The Members shall have cause if the Manager shall act or fail to act in a manner that constitutes any of the following:
- (1) A willful failure to deal fairly with the Company or its Members in connection with a matter in which the Manager has a material conflict of interest:

- (2) A violation of criminal law, unless the Manager had reasonable cause to believe that the Manager's conduct was lawful or no reasonable cause to believe that the conduct was unlawful;
- (3) A transaction from which the Manager derived an improper personal profit; or
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This Agreement may only be amended by unanimous vote of all Units.

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Headings of Articles and Sections in this Agreement are only for convenience or reference and do not define, limit, extend, or describe the scope or intent of this Agreement.

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Whenever required by the context, the singular number shall include the plural and gender shall include all genders.

**17. APPLICABLE LAW AND SEVERABILITY.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. If any provision of this Agreement shall be contrary to the laws of Wisconsin or any other applicable law, at the present time or in the future, such provision shall be deemed null and void, but this shall not affect the legality of the remaining provisions of this Agreement. This Agreement shall be construed in such a way as will best serve the intention of the parties at the time of execution of this Agreement.

**18. RIGHTS OF CREDITORS.**

This Agreement is not intended to be for the benefit of any creditor or any person (other than a Member) to whom any debts, liabilities or obligations are owed by, or who otherwise has a claim against, the Company or any Member, and no such creditor or other person shall have any rights under this Agreement, nor may by reason of such Agreement make any claim with respect to any of the aforesaid debts, liabilities or obligations (or otherwise) against the Company or any Member.

**19. MISCELLANEOUS**

Agreement Drafted by Company's Counsel. Each Member acknowledges that Palmersheim Dettmann, S.C., counsel for the Company has prepared this Agreement on behalf of and in the course of its representation of the Company, and that:

- (a) They have been advised that a conflict of interest may exist between his or her interest and those of the Company and the other Member; and

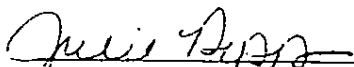
(b) They have been advised to seek the advice of independent counsel, and they had the opportunity to seek the advice of independent counsel.

Signature in Counterparts. This Agreement may be signed by the Members in one or more counterpart copies which together shall constitute a single originally signed document.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto effective the date set forth above.

**DECISION POINT CQS, LLC**

  
By: Julie Popp, Manager

  
Julie Popp, Individually

  
Robert Popp, Individually

FILED

23 MAR 22 PM 6:54  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA