

L23000400840

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

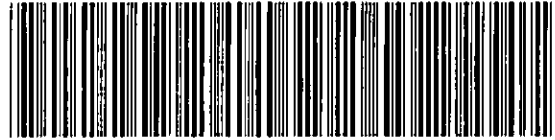
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



400413667134

08/10/23--01022--002 **130.00

FILED

2023 AUG 10 PM 12:42

SECRETARY OF STATE
TALLAHASSEE, FL

430

NK

COVER LETTER

**TO: New Filing Section
Division of Corporations**

SUBJECT: The Second See, LLC

Name of Limited Liability Company

The enclosed Articles of Organization and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Drew Alex Engberson

Name of Person

The Second See, LLC

Firm/Company

215 W Knollwood St

Address

Tampa, FL 33604

City/State and Zip Code

drewengberson@protonmail.com

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

For further information concerning this matter, please call:

Drew Engberson

at (303)

585-1531

Name of Person

Area Code

Daytime Telephone Number

Enclosed is a check for the following amount:

☐ \$125.00 Filing Fee

☒ \$130.00 Filing Fee &
Certificate of Status

☐ \$155.00 Filing Fee &
Certified Copy
(additional copy is enclosed)

☐ \$160.00 Filing Fee,
Certificate of Status &
Certified Copy
(additional copy is enclosed)

Mailing Address

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

Street Address

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

2023 AUG 10 PM 12:42
STATE OF FLORIDA
TALLAHASSEE, FL

FILED

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

The Second See, 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:

Mailing Address:

215 W Knollwood St, Tampa, FL 33604

215 W Knollwood St, Tampa, FL 33604

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:

Drew Alex Engberson

Name

215 W Knollwood St

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

Tampa, FL 33755

City

State

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..

DocuSigned by:

Drew Alex Engberson

Registered Agent's Signature (REQUIRED)

(CONTINUED)

2023 AUG 10 PM 12:42
SECRETARY OF STATE
TALLAHASSEE, FL

FILED

ARTICLE IV-

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

Title:

Name and Address:

"AMBR" = Authorized Member

"MGR" = Manager

MGR

Drew Alex Engberson

215 W Knollwood St, Tampa, FL 33755

AMBR

Drew Alex Engberson

215 W Knollwood St, Tampa, FL 33755

AMBR

Grant Austen Engberson

1068 Sunset Point Rd, Clearwater, FL 33755

AMBR

Jennifer Crystal Engberson

1068 Sunset Point Rd, Clearwater, FL 33755

(Use attachment if necessary)

ARTICLE V: Effective date, if other than the date of filing: July 13, 2023 (OPTIONAL)

(If an effective date is listed, the date must be specific and cannot be more than five business days prior to or 90 days after the date of filing.)

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.

ARTICLE VI: Other provisions, if any.

Florida LLC Operating Agreement for Idea Labs LLC dated July 13, 2023 is hereby incorporated into and made part of these

Articles of Organization for Idea Labs LLC dated July 13, 2023.

REQUIRED SIGNATURE:

Drew Alex Engberson

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.

Drew Alex Engberson

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)

2023 AUG 10 PM 12:42
DEPARTMENT OF STATE
TALLAHASSEE, FL

FILED

Limited Liability Company Operating Agreement

The Second See, LLC

A Manager-Managed Limited Liability Company

Florida LLC Operating Agreement

THIS OPERATING AGREEMENT is made and entered into effective July 13, 2023, by and among:

Drew Alex Engberson, Grant Austen Engberson, and Jennifer Crystal Engberson (collectively referred to in this agreement as the "Members").

SECTION 1: THE LIMITED LIABILITY COMPANY

1.1 Formation. Effective July 13, 2023, the Members form a limited liability company under the name The Second See, LLC (the "Company") on the terms and conditions in this Operating Agreement (the "Agreement") and pursuant to Chapter 605 Florida Revised Limited Liability Company Act (State Law) of the State of Florida (the "Act"). The Members agree to file with the appropriate agency within the State of Florida charged with processing and maintaining such records all documentation required for the formation of the Company. The rights and obligations of the parties are as provided in the Act except as otherwise expressly provided in this Agreement.

1.2 Purpose. The purpose of the Company is to engage in any lawful act or activity for which a Limited Liability Company may be formed within the State of Florida.

1.3 Name. The business of the Company will be conducted under the name The Second See, LLC, or such other name upon which the Manager may decide.

1.4 Registered Agent. Drew Alex Engberson is the Company's registered agent in the State of Florida, and the registered office is 1068 Sunset Point Rd, Clearwater, FL 33755.

1.5 Office. The Company will maintain its principal business office within the State of Florida at the following address: 215 W Knollwood St, Tampa FL 33604.

1.6 Term. The term of the Company commences on July 13, 2023 and shall continue perpetually unless sooner terminated as provided in this Agreement.

1.7 Names and Addresses of Members. The Members' names and addresses are attached as Schedule 1 to this Agreement.

2023 AUG 10 PM 12:42
STATE
TAMPA, FL
FILED

FILED

1.8 Admission of Additional Members. Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company.

SECTION 2: CAPITAL CONTRIBUTIONS

2.1 Initial Contributions. The Members initially shall contribute to the Company capital as stated in Schedule 2.

2.2 Additional Contributions. No Member shall be obligated to make any additional contribution to the Company's capital without the prior unanimous written consent of the Members.

2.3 No Interest on Capital Contributions. Members are not entitled to interest or other compensation for or on account of their capital contributions to the Company except to the extent, if any, expressly provided in this Agreement.

SECTION 3: ALLOCATION OF PROFITS AND LOSSES; 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 and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Schedule 2 as amended from time to time in accordance with U.S. Department of the Treasury Regulation 1.704-1.

3.2 Distributions. The Members shall determine and distribute available funds as the Manager sees fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Manager. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(d).

3.3 No Right to Demand Return of Capital. No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the Company.

SECTION 4: INDEMNIFICATION

The Company shall 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 he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with

2023 AUG 10 PM 12:42
SECRETARY OF STATE
TALLAHASSEE, FL

FILED

such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful

SECTION 5: POWERS AND DUTIES OF MANAGERS 5.1 Management of Company.

5.1.1 The Manager, within the authority granted by the Act and the terms of this Agreement shall have the complete power and authority to manage and operate the Company and make all decisions affecting its business and affairs.

5.1.2 Except as otherwise provided in this Agreement, all decisions and documents relating to the management and operation of the Company shall be made and executed by the Manager.

5.1.3 Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of the Manager to manage and operate the business and affairs of the Company.

5.3 Withdrawal by a Member. A Member has no power to withdraw from the Company, except as otherwise provided in Section 8.

SECTION 6: SALARIES, REIMBURSEMENT, AND PAYMENT OF EXPENSES

6.1 Organization Expenses. All expenses incurred in connection with organization of the Company will be paid by the Company.

6.2 Salary. No salary will be paid to a Member for the performance of his or her duties under this Agreement unless the salary has been approved in writing by the Manager.

6.3 Legal and Accounting Services. The Company may obtain legal and accounting services to the extent reasonably necessary for the conduct of the Company's business.

SECTION 7: BOOKS OF ACCOUNT, ACCOUNTING REPORTS, TAX RETURNS,
FISCAL YEAR, BANKING

7.1 Method of Accounting. The Company will use the cash method of accounting for financial reporting and tax purposes.

7.2 Fiscal Year; Taxable Year. The fiscal year and the taxable year of the Company is the calendar year.

四三二一

23 AUG 08 PM 12:42

her o
Mani
cou
's bu
URN

DS DS DS

7.3 Capital Accounts. The Company will maintain a Capital Account for each Member on a cumulative basis in accordance with federal income tax accounting principles.

7.4 Banking. All funds of the Company will be deposited in a separate bank account or in an account or accounts of a savings and loan association in the name of the Company as determined by the Manager. Company funds will be invested or deposited with an institution, the accounts or deposits of which are insured or guaranteed by an agency of the United States government.

SECTION 8: TRANSFER OF MEMBERSHIP INTEREST

8.1 Sale or Encumbrance Prohibited. Except as otherwise permitted in this Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively, "Transfer") an interest in the Company without the prior written consent of the Manager.

8.4 Death or Incompetency of Member. On the death or adjudicated incompetence of a Member, unless the Company exercises its rights under Section 8.5, the successor in interest to the Member (whether an estate, or otherwise) will receive only the economic right to receive distributions whenever made by the Company.

8.4.1 Upon the Death or adjudicated incompetence of Drew Alex Engberson (the Manager), Grant Austen Engberson will immediately become the Manager of the Company.

8.4.2 Any transfer of Economic Rights pursuant to Section 8.4 will not include any right to participate in management of the Company, including any right to vote, consent to, and will not include any right to information on the Company or its operations or financial condition.

SECTION 9: DISSOLUTION AND WINDING UP OF THE COMPANY

9.1 Dissolution. The Manager will decide if and when Company will be dissolved.

9.2 Winding Up. On the dissolution of the Company (if the Company is not continued), the Members must take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Section 3 of the Agreement, and the Members' Capital Accounts have been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:

9.2.1 To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons or organizations other than Members;

FILED

9.2.2 To the payment and discharge of any Company debts and liabilities owed to Members; and

9.2.3 To Members in the amount of their respective adjusted Capital Account balances on the date of distribution; provided, however, that any then outstanding Default Advances (with interest and costs of collection) first must be repaid from distributions otherwise allocable to the Defaulting Member pursuant to Section 9.2.3.

SECTION 10: GENERAL PROVISIONS

10.1 **Amendments.** Amendments to this Agreement may be executed on the written approval of all the Members.

10.2 **Governing Law.** This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of Florida (without regard to principles of conflicts of law).

10.3 **Entire Agreement; Modification.** This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the members other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by all the Members.

10.4 **Attorney Fees.** In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), each party is responsible for their own costs, attorney fees in connection with the suit, action, or arbitration, and in any appeals.

10.6 **Severability.** If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

10.7 **Captions.** The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.

10.8 **Notices.** All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, directed to the addresses first shown above for each Member or to such other address as a Member may specify by notice given in conformance with these provisions to the other Members.

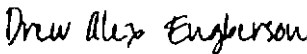
FILED

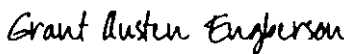
2023 AUG 10 PM 12:42

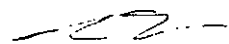
CLERK OF DISTRICT COURT
CLERK OF DISTRICT COURT
CLERK OF DISTRICT COURT

IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of the date and year first above written.

MEMBERS:

Drew Alex Engberson: DocuSigned by:

363E27317A06481

Grant Austen Engberson: DocuSigned by:

FD0020DEFFFA4E3

Jennifer Crystal Engberson: DocuSigned by:

6075EB00FB4F4D2

FILED

2023 AUG 10 PM 12:42

SECRETARY OF STATE
TALLAHASSEE, FL

LISTING OF MEMBERS - SCHEDULE 1

LIMITED LIABILITY COMPANY OPERATING AGREEMENT FOR The Second See, LLC.

LISTING OF MEMBERS

As of the 13th day of July, 2023, the following is a list of Members of the Company:

Drew Alex Engberson, 215 W Knollwood St, Tampa, FL 33604

Grant Austen Engberson, 1068 Sunset Point Rd, Clearwater, FL 33755

Jennifer Crystal Engberson, 1068 Sunset Point Rd, Clearwater, FL 33755

FILED

2023 AUG 10 PM 12:42

SECRETARY OF STATE
TALLAHASSEE, FL

Listing of Capital Contributions - Schedule 2

LIMITED LIABILITY COMPANY OPERATING AGREEMENT FOR The Second See, LLC.

CAPITAL CONTRIBUTIONS

Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital is stated and the description and each individual portion of this initial contribution is as follows:

Drew Alex Engberson (Member) Contribution = \$33.50, Ownership = 33.5%

Grant Austen Engberson (Member) Contribution = \$33.50, Ownership = 33.5%

Jennifer Crystal Engberson (Member Manager) Contribution = \$33.50, Ownership = 33%

SIGNED AND AGREED this 13th day of July 2023.

Drew Alex Engberson: DocuSigned by:
Drew Alex Engberson
363E2F317A06461...

Grant Austen Engberson: DocuSigned by:
Grant Austen Engberson
FD00200CFFP44E3

Jennifer Crystal Engberson: DocuSigned by:
Jennifer Crystal Engberson
0073EB38F6AF4D2

FILED
2023 AUG 10 PM 12:42
SECRETARY OF STATE
TALLAHASSEE, FL