

624000510155

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

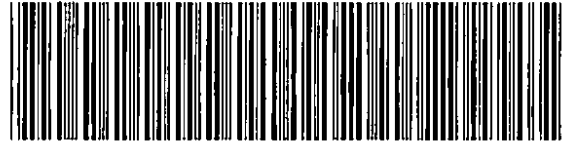
(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

RECEIVED
DEC 03 2024

Office Use Only



500440469235

12/04/24--01005--008 **125.00

FILED
SECRETARY OF STATE
RECEIVED
DEC 03 2024

COVER LETTER

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

SUBJECT: JackAlope Stables 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:

Cameron Popp

Name of Person

Firm/Company

762 SW Barney Street

Address

High Springs, Florida 32643

City/State and Zip Code

jackalopestables@yahoo.com

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

For further information concerning this matter, please call:

Caitlin Popp

352

514-3503

at (_____) _____

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

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
JAN 11 2007
TALLAHASSEE, FL 32303

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

JackAlope Stables 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:

762 SW Barney Street, High Springs, FL 32643

Mailing Address:

762 SW Barney Street, High Springs, FL 32

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:

Cameron Crisan Popp

Name

762 SW Barney Street

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

High Springs

Florida

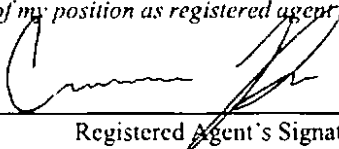
32643

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..



Registered Agent's Signature (REQUIRED)

(CONTINUED)

FILED
SECRETARY OF STATE
JAN 11 2011
TALLAHASSEE, FLORIDA

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

Cameron Popp
762 SW Barney Street
High Springs, FL 32643

AMBR

Caitlin Popp
762 SW Barney Street
High Springs, FL 32643

(Use attachment if necessary)

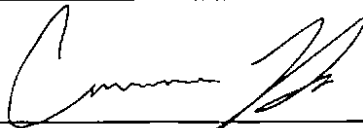
ARTICLE V: Effective date, if other than the date of filing: 1/1/2025. (OPTIONAL)

(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.

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.

Cameron Crisan 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)

FILED
SECRETARY OF STATE
JAN 02 2025
TALLAHASSEE, FL

Operating Agreement

for JackAlope Stables LLC a Florida Limited Liability Company

This Operating Agreement (the "Agreement") is entered into on or as of 9/29/2024 by and among the Members listed on Exhibit A attached to this Agreement.

Recitals

- A. On 1/1/2025, Articles of Organization for JackAlope Stables LLC (the "Company"), a limited liability company under the laws of the State of Florida, were filed with the Florida Secretary of State.
- B. The Members hereby adopt and approve this operating agreement for the Company on the following terms and conditions:

Agreement

Article I

Organizational Matters

- 1.1. **Name.** The Company shall conduct business under the name "JackAlope Stables LLC." If the majority of Members approve, the Company may also conduct business under a fictitious name filed with the county clerk of the county where the Company has its principal office.
- 1.2. **Term.** The company's beginning date is the date that the Articles of Organization were filed. The Company shall automatically terminate at the earlier of twenty-five (25) years or as provided in Article 9.1 of this Agreement. The Members may unanimously to continue the Company as provided in Article 9.
- 1.3. **Office and Agent.** The Company shall continuously maintain an office and a registered agent within the State of Florida. The principal office of the company shall be at 762 SW Barney Street, High Springs, FL 32643 or such location as the Members may determine. As required, the Company shall file a Statement of Information with the Florida Secretary of State stating its registered agent for service of process.
- 1.4. **Business of the company.** The Company shall engage in the following business, and any activities necessary or appropriate to carry out that business, unless all the Members approve a change in the Company's business: Horse boarding

Article 2

Capital Contributions

- 2.1. **Capital Contributions.** Each Member shall contribute capital to the Company in the amount shown on Exhibit A of this Agreement. No Member shall be required or permitted

acts or activities customary or incident to the management of the Company's business property and affairs.

4.2 Limitations on Power of Members. Notwithstanding any other provisions of this Agreement, no debt or liability of more than \$1000 may be contracted on behalf of the Company without the approval of the majority of Membership Interests. The signature of both Members is required to sign contracts and obligations on behalf of the Company. Additionally, the unanimous approval of the Members must be obtained prior to:

- A. The merger of the Company with another business entity.
- B. The establishment of different Member classes.
- C. A change in the authorized businesses of the Company (Section 1.4),
- D. Any act which would make it impossible to carry on the ordinary business of the Company
- E. The confession of judgment against the Company
- F. Any other transaction described in this Agreement which requires the approval, consent or vote of all of the Members.
- G. The sale, exchange or other disposition of substantially all of the Company's assets occurring as part of single or multiple transactions or plan.

4.3 Member Approval. The "vote" or "approval" of the Members shall mean approval by a majority percentage of Membership Interest. Members shall vote or approve by their percentage interest as shown on Exhibit A of this Agreement. No annual or regular meetings of the Members are required. However, if such meetings are held, such meetings shall be noticed, held and conducted pursuant to the Act.

4.4.Devotion of Time. The Members of JackAlope Stables LLC are not required to devote all of their time or business efforts to the Company. Each Member shall devote whatever time or effort (s) he deems appropriate to carry out the Company's business.

4.4 Noncompetition. Each Member agrees that (s)he will not be employed, concerned or financially interested, either directly or indirectly in any other business entity that is engaged in the same or similar business as that conducted by the Company. However, Members may invest in any passive investment engaged in the same or similar business, as long as that investment does not exceed 5% of the ownership of that entity.

4.5 Protection of Trade Secrets. Each Member acknowledges that the customer lists, trade secrets, processes, methods and technical information of the Company and any other matters designated by the majority of the Members are the Company's assets. Each Member agrees not to disclose any of these assets to anyone outside the Company, except with written consent by the Company, even if the Member withdraws from the Company.

4.6 Transactions between the Company and the Members. Any Member may enter into a contract or transaction with the Company with the approval of the majority of other Members. If there is a potential conflict of interest, this approval must be in writing.

fair market value on the date of contribution. This shall be solely for tax purposes and shall not affect a Member's Capital Account, share of profits, losses or other items of distributions.

Article 6

Transfer and Assignment of Interests

6.1 Transfer and Assignment of Interests. With the exception of transfers between family members, stated in 6.3, Members who wish to transfer, assign, convey or sell their Membership Interest must obtain unanimous written approval from the other Members. The other Members may approve or reject this request in their sole discretion.

6.2 Substitution of Members. If unanimous written approval is received, the transferee shall:

- (i) Execute an instrument satisfactory to the Members which accepts and adopts the terms and provisions of this Agreement.
- (ii) Pay any reasonable expenses in connection with his or her admission as a new Member.

The admission of a new Member shall not release the Member who assigned the Membership Interest from any liability that Member may have to the Company.

6.3 Family Transfers. The Membership Interest of any Member may be transferred by inter vivos gift or by testamentary transfer to any spouse, parent, sibling, child or grandchild of the Member, or to a trust for the benefit of the Member or such spouse, parent, sibling, child or grandchild of the Member. If the transfer is to a revocable living trust, the transferring Member may also reacquire the Membership in whole or in part upon complying with Section 6.2.

6.4 Transfers in violation of this Agreement and Transfers of Partial Membership Interest. Transfers violating this Article 6 shall only have an economic interest in the Company, with no right to participate in the Company management or exercise any rights of a Member.

Notwithstanding the proceeding sentence, if, in the determination of the Remaining Members, a transfer violating Article 6 would cause the termination of the Company under the Code, in the sole discretion of the Managers, the transfer shall be null and void.

Article 7

Consequences of Death, Dissolution, Retirement or Bankruptcy of Member

7.1 Dissolution Event. Upon the occurrence of the death, withdrawal, resignation, expulsion, bankruptcy or dissolution of any Member ("Dissolution Event"), the Company shall dissolve unless the Remaining Members who hold a majority of Remaining Membership Interest agree within ninety (90) days to continue the business of the Company. The Company and/or the Remaining Members may purchase the Former Member's Membership Interest as provided in this Article.

SECRETARY OF STATE
DIVISION OF CORPORATE AFFAIRS
FILED

8.3 **Bank Accounts.** The Members shall maintain Company funds in one or more separate bank accounts in the name of the Company and shall not commingle the funds with any other person or entity. Any Member, acting alone, may endorse and deposit into the Company's accounts any checks made payable to the Company. The Members shall authorize one or more of the Members to sign checks and drafts in the Company's name.

8.4 **Tax Matters for the Company.** JackAlope Stables LLC is designated as "Tax Matters Partner" to represent the Company (at the Company's expense) in connection with all tax authorities. The Tax Matters Partner may spend Company funds for associated professional services and costs.

Article 9 Dissolution and Winding Up

9.1 **Conditions of Dissolution:** The company shall dissolve:

- A. Automatically twenty-five (25) years after filing of the Articles or Organization, unless the Members unanimously vote to continue the company and file a Certificate of Continuation with the Florida Secretary of State;
- B. If there is a judicial dissolution pursuant to Section 17351 of the Corporations Code;
- C. If the Members unanimously vote to dissolve the Company;
- D. If there is a Dissolution Event and the Remaining Members fail to agree to continue the business of the Company within ninety (90) days after the occurrence of such event or the Company or the Remaining Members fail to purchase the former Member's Interest as provided in Article 7; or
- E. Upon the sale of substantially all of the assets of the Company.

9.2 **Winding Up.** Upon the dissolution, the Company's assets shall be disposed of and its affairs wound up. After determining that all the known debts and liabilities of the Company have been paid, the remaining assets shall be distributed to the Members according to their Capital Account balances, after taking into account income and loss allocations for the Company's final taxable year.

9.3 **Limitations on Payments Made In Dissolution.** Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely at the assets of the Company for the return of his or her positive Capital Account balance and shall have no recourse against any other Member except as provided in Article 10.

Article 10 Indemnification

10.1 **Indemnification of Agents.** The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason that (s)he was a Member, officer, employee or other agent of the Company to the fullest extent permitted by applicable law. The standard of the fiduciary duty each member is to act in the highest good faith to the members and the

FILED
SECRETARY OF STATE
JAN 11 2007

Any party may designate any other address in substitution of the foregoing address by giving 5 days written notice to all Members.

12.7 **Amendments.** All amendments to this Agreement will be in writing and signed by all the Members.

12.6 **Multiple Counterparts.** This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one or the same instrument.

12.7 **Attorney Fees.** In the event that any dispute between the Company, the Members or among the Members should result in litigation or arbitration, the prevailing party in such a dispute shall be entitled to recover from the other party all reasonable fees, cost and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses.

12.8 **Remedies Cumulative.** The remedies under this Agreement are cumulative and shall not exclude any other remedies to which any person may be lawfully entitled.

All of the Members of JackAlope Stables LLC, a Florida Limited Liability Company, have executed this agreement, effective as of the date written above.

MEMBER



MEMBER

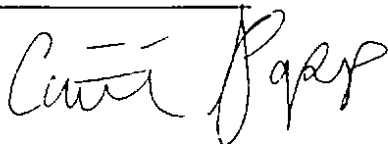


Exhibit A

List of Members

Name	Cameron Popp	Address	762 SW Barney Street, High Springs, FL 32643	50% Interest
Name	Caitlin Popp	Address	762 SW Barney Street, High Springs, FL 32643	50% Interest

FILED
SECRETARY OF STATE
JAN 11 2017