

THE UNITS EVIDENCED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT"), THE FLORIDA SECURITIES AND INVESTOR PROTECTION ACT OR THE LAWS OF ANY OTHER STATE AND WERE SOLD PURSUANT TO EXEMPTIONS FROM THE ACT AND SUCH STATES LAWS.

OPERATING AGREEMENT OF
IDAHO RANCHES, LLC
A Florida Limited Liability Company

This OPERATING AGREEMENT ("Agreement") is made and entered into as of the effective date of June 28, 2021 ("Effective Date") by and among those Members as identified in Exhibit A which is attached hereto and incorporated herein by reference (collectively referred to herein as the "Members"), and IDAHO RANCHES, LLC, a Florida limited liability company ("Company").

RECITALS

- A. The Members have formed the Company under the laws of the State of Florida;
- B. The Articles of Organization were filed with the Secretary of State of the State of Florida;
- C. The Members as of the Effective Date are as identified on the Exhibit A;
- D. It is the desire of the Members to express the rights and obligations by reason of their interests as aforesaid and to protect, agree upon and define each other's interest in the Company; and
- E. The Members hereto agree that the Company shall be governed and its business conducted in accordance with and subject to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the covenants and the promises made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members hereby agree as follows:

SECTION 1. FORMATION

1.1 *Formation.* The Members have formed the limited liability company pursuant to the laws of the State of Florida by filing the Articles of Organization with the Secretary of State.

1.2 *Name.* The name of the Company is IDAHO RANCHES, LLC. The Managers shall operate the business of the Company under such name or use such other names as the Members deem necessary provided that such names do not violate the statute.

1.3 *Articles of Organization.* Articles of Organization for the Company were filed with the Secretary of State of the State of Florida as set forth in the Recitals.

1.4 *Term.* The term of the Company will commence on the date provided in the Company's Articles of Organization and will continue to exist until terminated or dissolved in accordance with its Articles of Organization or in accordance with the terms and conditions of this Agreement.

1.5 *Principal Place of Business.* The principal place of business of the Company is 22200 Lake Seneca Road, Eustis, Florida 32736 but may be moved from time to time as the Managers may determine.

1.6 *Registered Office and Registered Agent.* The Company's initial registered agent is as stated in the Articles of Organization, or as subsequently amended, and the address for the registered agent is 501 East Fifth Avenue, Mount Dora, Florida 32757. The Company's registered office and registered agent may only be changed by filing notice of the change with the Secretary of State of the State of Florida.

1.7 *Purpose.* The Company is formed for the purpose of engaging in any legal business and as permitted under Florida law. The Company has the power to do all things necessary, incident, or in furtherance of such business.

1.8 *Title to Assets.* Title to all assets of the Company must be held in the name of the Company. No Member has any right to the assets of the Company or any ownership interest in those assets except indirectly as a result of the Member's ownership of an interest in the Company. No Member has any right to partition any assets of the Company or any right to receive any specific assets upon liquidation of the Company or upon any other distribution from the Company.

SECTION 2. MEMBERS

2.1 *Initial Members.* The initial Members of the Company are identified on the Exhibit A which is attached hereto and incorporated herein by reference.

2.2 *Additional Members.* Additional members of the Company may not be admitted except without the consent of a majority of Ownership Interests. Additional members may also be admitted under the section of this Agreement relating to substitution.

SECTION 3. CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

3.1 *Contributions.* The initial capital contributions of the members are set forth in Exhibit A, which is attached hereto and incorporated herein by reference. The members each acknowledge and agree that each party may need to make additional capital contributions to the Company as provided in Section 3.3 hereof.

3.2 *Ownership Interests.* The Member's Ownership Interests are as identified on the Exhibit A which is attached hereto and incorporated herein by reference.

3.3 *Additional Contributions.* From time to time, additional capital contributions may be accepted from the Members if the Managers approve the additional capital contributions. If the Manager(s) approve additional capital contributions, the Managers must set a maximum amount of such contributions that will be accepted from the Members and must determine whether the contributions will affect the Members' Ownership Interests, and if so, what the effect will be. If Ownership Interests will be affected, the Members must approve, based on majority vote, the additional capital contributions and the effect on Ownership Interests before additional contributions may be accepted. If additional capital contributions are to be accepted, each Member will have the right, but not the obligation, to contribute a pro rata share of the maximum based upon the Member's Ownership Interests. In the event a Member is unable to contribute their pro-rata share of the additional capital contributions, the other Member(s) may contribute the difference and the Ownership Interests will be adjusted accordingly.

3.4 *Capital Accounts.* The Company must maintain a separate capital account (a "Capital Account") for each Member in accordance with the requirements of Treasury Regulation Sec. 1.704-1(b)(2)(iv). Each Member's Capital Account will be equal to the amount of cash and the fair market value of the services and/or property contributed to the capital of the Company by such Member, increased by such Member's allocable share, pursuant to the section of this Agreement relating to allocation of profits and losses, of any profits of the Company and any items of Company gain or income, and reduced by: (i) such Member's allocable share, pursuant to the section of this Agreement relating to the allocation of profits and losses, of any losses of the Company and any items of Company loss or expense; and (ii) the amount of cash and the fair market value of property distributed to such Member by the Company.

3.5 *No Interest on Capital Contributions.* No interest will be paid on capital contributions.

SECTION 4. ALLOCATION OF PROFITS AND LOSSES

4.1 *Determination.* The net profit or net loss of the Company for each fiscal year is to be determined as of the end of such fiscal year by the Company's certified public accountant in accordance with the principles of accounting employed in the preparation of the federal income tax information return filed by the Company for that fiscal year.

4.2 *Allocation of Net Profits and Net Losses.* The net profit or net loss of the Company for any fiscal year is to be allocated among the Members in proportion to their Ownership Interests.

SECTION 5. DISTRIBUTIONS

5.1 *Distributions to Pay Tax Liabilities.* To enable the Members to pay state and federal income taxes on income of the Company that is taxable to the Members, the Company must make distributions to its Members, in cash, during each fiscal year of the Company equal to 39 percent of the taxable income of the Company for that fiscal year. Distributions are to be paid at least quarterly during each fiscal year of the Company, and the amount of each distribution is to be based upon the anticipated taxable income of the Company for the fiscal year of the distribution, as determined at the time the distribution is made. No distributions may be made under this section that would violate the restrictions governing distributions under the laws of the State of Florida.

5.2 *Optional Distributions.* Subject to the restrictions governing distributions under the laws of the State of Florida, additional distributions of cash or property may be made from time to time by the Company to the Members, at such times and in such amounts as the Managers may determine.

5.3 *Allocation of Distributions.* All distributions made to the Members under the section of this Agreement relating to distributions must be made to Members in proportion to their Ownership Interests.

SECTION 6. ADMINISTRATION OF COMPANY BUSINESS

6.1 *Number and Qualifications.* As provided in the Articles of Organization of the Company, the Company will be managed by Managers. The number of Managers serving at any given time will be the number elected by the Members, but the number will never be less than one (1) nor more than three (3). Managers may be entities as well as individuals and do not need to be Members of the Company.

6.2 *Initial Managers.* There will initially be three Managers of the Company, who are as follows: JASON M. RADSON, CLAYTON H. BLANCHARD, JR. and CLARK J. LEVENDOSKI.

6.3 *Election and Term.* Managers will be elected at meetings of Members called for the purpose of electing Managers. The notice of any meeting of the Members at which Managers are elected must state that the purpose, or one of the purposes, of the meeting is election of Managers. Each Manager, including each initial Manager(s) named in this Agreement, will serve for a term ending at the next meeting of Members called for the purpose of electing Managers, or until the Manager's earlier death, resignation, or removal.

6.4 *Resignation and Removal.* A Manager may resign at any time by delivering a written resignation to the Members. The resignation will be effective when received by all Members unless a later effective date is stated in the written resignation. The Members may remove any Manager at any time, with or without cause. The resignation or removal of a Manager who is also a Member will not constitute a withdrawal or expulsion of the Member from the Company or otherwise affect the Manager's rights as a Member.

6.5 *Authority.* Subject to the limitations imposed by this Agreement or by action of the Managers or the Members, a Manager is an agent of the Company and has authority to bind the Company in the ordinary course of the Company's business.

6.6 *Other Agents.* By action of the Managers, other agents may be authorized to act on behalf of the Company. The authority given such agents may be general or may be limited to specific matters.

6.7 *Powers of Members.* No Member who is acting solely in his or her capacity as a Member is authorized to act on behalf of the Company.

6.8 *Compensation and Reimbursement.* Managers are entitled to such compensation as may be fixed from time to time by action of the Members. The fact that a Manager is also a Member will not prevent the Manager from receiving a salary or other compensation from the Company. Managers are also entitled to reimbursement from the Company for reasonable expenses incurred on behalf of the Company, including expenses incurred in the formation, dissolution, and liquidation of the Company.

6.9 *Meetings of Managers.* If there is more than one Manager serving, meetings of the Managers may be called by any Manager. Meetings of the Managers will be held at the principal office of the Company, unless another place is fixed by action of the Managers. Notice of the date, time, and place of all meetings must be given to each Manager at least 24 hours prior to the meeting. Notice may be written or oral. Oral notice is effective when given. Written notice will be effective at the earliest of the following times: (a) when received by the Manager, (b) when sent by facsimile or other form of electronic communication reasonably expected to be received immediately at the Manager's place of business, or (c) three days after mailing. A majority of Managers constitutes a quorum for any meeting of the Managers. Each Manager is entitled to one vote, and a matter submitted to a vote at a meeting of the Managers will be approved if a majority of the Managers voting on the matter vote in favor of the matter.

SECTION 7. MEMBER MEETINGS

7.1 Meetings. A meeting of Members may be called by the Managers or by Members holding at least 10 percent of the Ownership Interests. If a meeting is called by Members, the Members must deliver a written demand for a meeting addressed to the Managers at the Company's principal office, and the written demand must state the purpose for which the meeting is to be held. Meetings of the Members will be held at the principal office of the Company, or at another place within 25 miles of the principal office that is fixed by action of the Managers and is set forth in the notice of the meeting.

7.2 Notice of Meetings. Notice of the date, time, and place of all meetings must be given to each Member in writing not earlier than 60 days nor less than 10 days before the meeting date. The notice must be mailed to each Member at the Member's address as shown on the Company's records and must include a description of the purpose or purposes for which the meeting is called.

7.3 Record Date. The Members who are entitled to notice of a meeting of the Members and to vote at the meeting, and their respective Ownership Interests, will be determined as of the record date for the meeting. The record date may be selected by the Managers and may not be more than 70 days nor less than 10 days before the meeting. If the Managers do not select a record date for a meeting of the Members, the record date will be the date on which the initial notice of the meeting was mailed to the Members.

7.4 Quorum and Voting. A Member may be represented at a meeting of Members, and may vote, in person or by written proxy. The presence at a meeting of Members, in person or by proxy, of Members holding more than 50 percent of the Ownership Interests constitutes a quorum. Each Member is entitled to vote the Member's Ownership Interest. Except as otherwise provided in the Articles of Organization, this Agreement, or the Act, a matter submitted to a vote at a meeting of the Members will be approved if a majority of the Ownership Interests voted on the matter are voted in favor of the matter.

7.5 Self-Interest. A Member does not violate any duty or obligation to the Company merely as a result of engaging in conduct that furthers the interest of the Member. A Member may lend money or transact other business with the Company, and, in this case, the rights and obligations of the Member will be the same as those of a person who is not a Member, so long as the loan or other transaction has been approved or ratified by the Managers, or has been approved or ratified by the Members if the loan or transaction involves a Manager. Unless otherwise provided by applicable law, a Member with a financial interest in the outcome of a particular action is nevertheless entitled to vote on such action.

SECTION 8. ACTIONS BY MANAGERS OR MEMBERS

8.1 Meetings Without Notice. Notwithstanding any other provision of this Agreement, if all of the Managers or all of the Members hold a meeting at any time or place and no Manager or Member objects to the lack of notice, the meeting will be valid even if there was no notice or the notice given was insufficient, and any action taken at the meeting will be the action of the Managers or Members, as the case may be.

8.2 Actions Without Meeting. Any action required or permitted to be taken by the Managers or by the Members at a meeting may be taken without a meeting if a written consent setting forth the action taken is signed by a majority of the Managers or a majority of the Ownership Interests of the Members, as the case may be. All written consents of the Managers and/or Members must be retained as part of the Company's records of meetings.

8.3 *Meetings by Telephone.* Meetings of the Managers or Members may be held by conference telephone or by any other means of communication by which all participants can hear each other simultaneously during the meeting. If a Manager or Member participates in a meeting by conference telephone or by other means authorized in this section, the Manager or Member will be considered to be present at the meeting in person.

SECTION 9. ACCOUNTING AND RECORDS

9.1 *Books of Account.* The Managers must keep books and records of the operation of the Company that are appropriate and adequate for the Company's business and for the carrying out of this Agreement. At a minimum, the following must be maintained at the principal office of the Company: (a) financial statements for the three most recent fiscal years; (b) federal, state, and local income tax returns for the three most recent fiscal years; (c) register showing the current names and addresses of the Members; (d) a copy of the Company's articles of organization and any amendments thereto; (e) this Agreement and any amendments thereto; (f) minutes of any meetings of Managers or Members; and (g) consents to action by Managers or Members. Each Member will have access to all such books and records at all times.

9.2 *Fiscal Year.* The fiscal year of the Company will be the calendar year.

9.3 *Accounting Reports.* Within 90 days after the end of each fiscal year, the Managers must cause an unaudited report of the activities of the Company for the preceding fiscal year, including a copy of a balance sheet of the Company as of the end of such year and a profit and loss statement for such year, to be prepared and sent to each Member.

9.4 *Tax Returns.* The Managers must cause all required federal, state, and local income tax returns for the Company to be prepared and timely filed with the appropriate authorities. Within 90 days after the end of each fiscal year, each Member must be furnished a statement suitable for use in the preparation of the Member's federal, state, and local income tax returns, showing the amounts of any distributions, contributions, gains, losses, profits, or credits allocated to the Member during such fiscal year.

9.5 *Tax Matters Member.* Anytime the Company has more than 10 Members, any Member is an entity other than an estate or a C corporation, or any Member is a nonresident alien individual, the Members must designate one of the Members as the Tax Matters Member of the Company in accordance with IRC Sec. 6321(a)(7) and keep such designation in effect at all times. In making this designation, preference must be given to Members who are also Managers.

SECTION 10. DISSOLUTION

10.1 *Events of Dissolution.* Except as otherwise provided in this Agreement, the Company will dissolve upon the earliest of: (a) approval of dissolution of the Company by majority of the Ownership Interests of the Members; or (b) at such time as the Company has no members.

SECTION 11. WINDING UP AND LIQUIDATION

11.1 *Liquidation Upon Dissolution and Winding Up.* Upon the dissolution of the Company, the Managers must wind up the affairs of the Company. If the affairs of the Company are wound up, a full account of the assets and liabilities of the Company must be taken. The assets shall be promptly liquidated and the proceeds thereof must be applied and distributed in the following order of priority:

11.1.1 *Liabilities*. To creditors, including to the extent permitted by law Members who are creditors, in satisfaction of liabilities of the Company, other than liabilities for distributions to Members.

11.1.2 *Reserves*. To the setting up of any reserves that the Managers determine to be reasonably necessary for contingent, unliquidated, or unforeseen liabilities or obligations of the Company. Such reserves, in the discretion of the Managers, may be paid over to an escrow agent to be held by such escrow agent for the purpose of disbursing such reserves to satisfy the liabilities and obligations of the Company, and at the expiration of such period as the Managers may reasonably deem advisable, distributing any remaining balance as provided in the subsection of this Agreement relating to capital accounts.

11.1.3 *Capital Accounts*. To Members to the extent of, and in proportion to, the positive balances of their capital accounts (after taking into account all adjustments thereto for the taxable year during which the liquidating distributions occur).

SECTION 12. REPRESENTATIVES AND WARRANTIES OF MEMBERS

Each Member represents and warrants to the Company and the other Members that such Member has acquired an interest in the Company for such Member's own account for investment and not with a view to distribution of the interest.

SECTION 13. INDEMNIFICATION AND LIABILITY LIMITATION

13.1 *Indemnification*. The Company hereby indemnifies and holds harmless each of the Managers to the fullest extent permissible under the law of the State of Florida, as the same exists or may hereafter be amended, against all liability, loss, and costs (including, without limitation, attorney fees) incurred or suffered by such person by reason of or arising from the fact that such person is or was a member of the Company, or is or was serving at the request of the Company as a manager, director, officer, partner, trustee, employee, or agent of another foreign or domestic limited liability company, corporation, partnership, joint venture, trust, benefit plan, or other enterprise. The Company may, by action of the Managers, provide indemnification to employees and agents of the Company who are not Managers. The indemnification provided in this section will not be exclusive of any other rights to which any person may be entitled under any statute, bylaw, Agreement, resolution of Members or Managers, contract, or otherwise.

13.2 *Limitation of Liability*. Managers will not be liable to the Company or the Members for monetary damages for conduct as Managers except to the extent that the Limited Liability Company Act of the State of Florida under Chapter 605 of the Florida Statutes, as it now exists or may hereafter be amended, prohibits elimination or limitation of liability. No repeal or amendment of this Section or of the Limited Liability Company Act of the State of Florida will adversely affect any right or protection of a Manager for actions or omissions prior to the repeal or amendment.

SECTION 14. MISCELLANEOUS PROVISIONS

14.1 *Entire Agreement; Modification*. This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement, and it supersedes all prior understandings and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter hereof. This Agreement, in whole or in part, cannot be changed, modified, extended, or discharged orally and no waiver of compliance with any provision or

condition hereof and no consent provided for herein shall be effective unless evidenced by an instrument in writing duly executed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought. Further, no consent or waiver, express or implied, to or of any breach or default shall constitute a consent or waiver to or of any other breach.

14.2 *Binding Effect.* The provisions of this Agreement will be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties.

14.3 *Notices.* Except as otherwise provided in other sections of this Agreement, any notice or other communication required or permitted to be given under this Agreement must be in writing and must be mailed by certified mail, return receipt requested, with postage prepaid or by Federal Express or UPS. Notices addressed to a Member must be addressed to the Member's address listed in the section of this Agreement relating to initial members, or if there is no such address listed for a Member, the address of the Member shown on the records of the Company. Notices addressed to the Managers or the Company must be addressed to its principal office. The address of a Member, a Manager, or the Company to which notices or other communications are to be mailed may be changed from time to time by the Member's, the Manager's, or the Company's giving written notice to the other Members and Managers. All notices and other communications will be deemed to be given at the expiration of three days after the date of mailing.

14.4 *Partition.* Each Member agrees that he or she has no right, and irrevocably waives any and all such rights, to have the assets of the Company partitioned, or to file a complaint, or institute and maintain any proceeding at law or equity to have the assets of the Company partitioned.

14.5 *Litigation Expense.* In the event of a default under this Agreement, the defaulting party must reimburse the nondefaulting party or parties for all costs and expenses reasonably incurred by the nondefaulting party or parties in connection with the default, including without limitation attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing party or parties must be reimbursed by the other party for all costs and expenses incurred in connection with the suit or action, including without limitation reasonable attorney's fees at the trial level and on appeal.

14.6 *Third-Party Beneficiaries.* The provisions of this Agreement are intended solely for the benefit of the Members and Managers and create no rights or obligations enforceable by any third party, including creditors of the Company, except as otherwise provided by applicable law.

14.7 *Additional Documents.* Each of the Members agrees to execute, acknowledge, and deliver such additional documents, and take such further actions, as may reasonably be required from time to time to carry out each of the provisions and the intent of this Agreement, and every Agreement or document relating hereto, or entered into in connection herewith.

14.8 *Severability.* If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

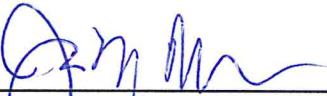
14.9 *Construction.* Throughout this Agreement, the masculine, feminine, or neuter genders shall be deemed to include the masculine, feminine, and neuter and the singular, the plural, and vice versa. The section headings of this Agreement are for convenience of reference

only and do not form a part hereof and do not in any way modify, interpret, or construe the intentions of the parties.

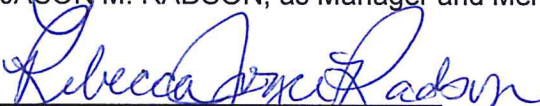
14.10 Governing Law. This Agreement shall be governed by, and interpreted in accordance with the laws of the State of Florida and Chapter 605 of the Florida Statutes (the "Act"). The parties hereby agree that any legal action or proceeding shall be brought in the courts of the State of Florida with venue in Lake County, Florida. The parties further agree to submit to the jurisdiction of the State of Florida and consent to the service of process in accordance with applicable procedures and rules of said jurisdiction.

14.11 Counterparts. This Agreement may be executed in several counterparts, all of which taken together will be deemed to be one original Agreement.


IN WITNESS WHEREOF, the parties hereto have caused this Operating Agreement to be duly executed as of the Effective Date.



JASON M. RADSON, as Manager and Member



REBECCA JOYCE RADSON, as Member



CLARK J. LEVENDOSKI, as Manager and Member



CATHERINE L. LEVENDOSKI, as Member



CLAYTON H. BLANCHARD, JR., as Manager and Member



AMY B. BLANCHARD, as Member

Idaho Ranches, LLC

Exhibit A to Operating Agreement

Pursuant to the Operating Agreement of Idaho Ranches, LLC ("Company"), the Members, the Members' ownership interests and capital contributions to the Company are listed as follows:

<u>Member & Capital Contribution</u>	<u>Ownership Units</u>	<u>Ownership %</u>
A. Jason M. Radson and Rebecca Joyce Radson, as tenants by the entirety	3000	33.333
SSNs: [REDACTED]		
Address: Post Office Box 1766 Eustis, Florida 32727		
Capital Contribution: \$1,000.00 (cash)		
B. Clark J. Levendoski and Catherine L. Levendoski, as tenants by the entirety	3000	33.333
SSNs: [REDACTED]		
Address: 3316 Indian Trail Eustis, Florida 32726		
Capital Contribution: \$1,000.00 (cash)		
C. Clayton H. Blanchard, Jr. and Amy A. Blanchard, as tenants by the entirety	3000	33.333
SSNs: [REDACTED]		
Address: 22200 Lake Seneca Road Eustis, Florida 32736		
Capital Contribution: \$1,000.00 (cash)		



0004498855



STATE OF IDAHO
Office of the secretary of state, Lawrence Denney
FOREIGN REGISTRATION STATEMENT (LIMITED LIABILITY COMPANY)

Idaho Secretary of State
 PO Box 83720
 Boise, ID 83720-0080
 (208) 334-2301
 Filing Fee: \$100.00

For Office Use Only

-FILED-

File #: 0004498855

Date Filed: 12/6/2021 10:14:16 AM

Foreign Registration Statement (Limited Liability Company)														
Select one: Standard, Expedited or Same Day Service (see descriptions below)	Standard (filing fee \$100)													
1. The name this limited liability company will use in Idaho is:														
Type of Limited Liability Company	Foreign Limited Liability Company													
Entity name	COOPER'S HOLLOW, LLC													
2. Home Jurisdiction														
The jurisdiction of formation is:	FLORIDA													
3. The street address of its domestic principal office (if required by the laws of the jurisdiction of formation) is:														
Street Address	22200 LAKE SENECA RD EUSTIS, FL 32736													
4. The mailing address of its domestic principal office (if required by the laws of the jurisdiction of formation) is:														
Mailing Address	PO BOX 1538 EUSTIS, FL 32727													
5. The complete street address of the principal office is:														
Principal Office Address	22200 LAKE SENECA RD EUSTIS, FL 32736													
6. The mailing address of the principal office is:														
Mailing Address	PO BOX 1538 EUSTIS, FL 32727-1538													
7. Registered Agent Name and Address														
Registered Agent	Registered Agent Sean R Moulton Physical Address: 60 E WALLACE AVE DRIGGS, ID 83422 Mailing Address: PO BOX 631 DRIGGS, ID 83422-0631													
<input checked="" type="checkbox"/> I affirm that the registered agent appointed has consented to serve as registered agent for this entity.														
8. Governors														
<table border="1"> <thead> <tr> <th>Name</th> <th>Title</th> <th>Address</th> </tr> </thead> <tbody> <tr> <td>Jason M Radson</td> <td>Manager</td> <td>501 E 5TH AVE MOUNT DORA, FL 32757-5623</td> </tr> <tr> <td>Clayton H Blanchard Jr</td> <td>Manager</td> <td>22200 LAKE SENECA RD EUSTIS, FL 32736-9458</td> </tr> <tr> <td>Clark J Levendoski</td> <td>Manager</td> <td>3316 INDIAN TRL EUSTIS, FL 32726-2316</td> </tr> </tbody> </table>			Name	Title	Address	Jason M Radson	Manager	501 E 5TH AVE MOUNT DORA, FL 32757-5623	Clayton H Blanchard Jr	Manager	22200 LAKE SENECA RD EUSTIS, FL 32736-9458	Clark J Levendoski	Manager	3316 INDIAN TRL EUSTIS, FL 32726-2316
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Clark J Levendoski	Manager	3316 INDIAN TRL EUSTIS, FL 32726-2316												
Signature of individual authorized by the entity to sign:														
<i>Jason M. Radson</i>		<i>12/06/2021</i>												
Sign Here		Date												

B0666-6681 12/06/2021 10:14 AM Received by ID Secretary of State Lawrence Denney



Job Title: Manager

State of Florida

Department of State

I certify from the records of this office that COOPER'S HOLLOW, LLC is a limited liability company organized under the laws of the State of Florida, filed on June 28, 2021.

The document number of this limited liability company is L21000297412.

I further certify that said limited liability company has paid all fees due this office through December 31, 2021 and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Third day of December, 2021*



Lawrence Denney
Secretary of State

Tracking Number: 4373784738CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L21000297412
FILED 8:00 AM
June 28, 2021
Sec. Of State
sbackey

Article I

The name of the Limited Liability Company is:

IDAHO RANCHES, LLC

Article II

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

22200 LAKE SENECA ROAD
EUSTIS, FL. 32736

The mailing address of the Limited Liability Company is:

POST OFFICE BOX 1538
EUSTIS, FL. 32727

Article III

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

JASON M RADSON
501 EAST FIFTH AVENUE
MOUNT DORA, FL. 32757

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.

Registered Agent Signature: JASON M RADSON

Article IV

The name and address of person(s) authorized to manage LLC:

Title: MGR
JASON M RADSON
501 EAST FIFTH AVENUE
MOUNT DORA, FL. 32757

Title: MGR
CLAYTON H BLANCHARD JR
22200 LAKE SENECA ROAD
EUSTIS, FL. 32736

Title: MGR
CLARK J LEVENDOSKI
3316 INDIAN TRAIL
EUSTIS, FL. 32726

Signature of member or an authorized representative

Electronic Signature: JASON M RADSON

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that 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. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

L21000297412
FILED 8:00 AM
June 28, 2021
Sec. Of State
sbackey



FLORIDA DEPARTMENT OF STATE
Division of Corporations

December 2, 2021

CORPORATE ACCESS, INC.

Re: Document Number L21000297412

The Articles of Amendment to the Articles of Organization for IDAHO RANCHES, LLC which changed its name to COOPER'S HOLLOW, LLC, a Florida limited liability company, were filed on December 1, 2021.

Should you have any questions regarding this matter, please telephone (850) 245-6051, the Registration Section.

Irene Albritton
Regulatory Specialist III
Division of Corporations

Letter Number: 521A00028909

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF**

Idaho Ranches, LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on 6/28/2021 and assigned Florida document number L21000297412.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

Cooper's Hollow, LLC

The new name must be distinguishable and contain the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

2021 DEC 1 11:06 AM
FILED
TALLAHASSEE

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent: _____

New Registered Office Address: _____

Enter Florida street address

_____, Florida _____

City

Zip Code

New Registered Agent's Signature, if changing Registered Agent:

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 relative 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. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

If Changing Registered Agent, Signature of New Registered Agent

If amending Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

MGR = Manager

AMBR = Authorized Member

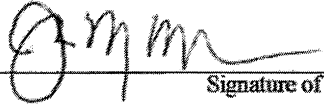
<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
_____	_____	_____	<input type="checkbox"/> Add
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_____	_____	_____	<input type="checkbox"/> Change

D. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

E. Effective date, if other than the date of filing: _____ **(optional)**
 (If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)
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.

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of: (b) The 90th day after the record is filed.

Dated December 1, 2021



 Signature of a member or authorized representative of a member

Jason M Radson

 Typed or printed name of signee