



**State Of
Wyoming**

**SILGLE-MEMBER
MANAGER MANAGED
OPERATING AGREEMENT
OF**

GOLDBERG HOLDINGS, LLC



Date of this notice: 06-14-2019

Employer Identification Number:
84-2099589

Form: SS-4

Number of this notice: CP 575 G

GOLDBERG HOLDINGS LLC
SHYAM JIWANI SOLE MBR
495 BRICKELL AVE STE 3703
MIAMI, FL 33131

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 84-2099589. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is GOLD. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.



Secretary of State

Wyoming Secretary of State
2020 Carey Avenue
Suite 700
Cheyenne, WY 82002-0020
Ph. 307-777-7311

For Office Use Only

WY Secretary of State
FILED: Jun 14 2019 12:18PM
Original ID: 2019-000861371

Limited Liability Company Articles of Organization

I. The name of the limited liability company is:

GOLDBERG HOLDINGS LLC

II. The name and physical address of the registered agent of the limited liability company is:

Registered Agents Inc.
30 N Gould St Ste R
Sheridan, WY 82801

III. The mailing address of the limited liability company is:

495 Brickell Ave Ste 3703
Miami, FL 33131

IV. The principal office address of the limited liability company is:

495 Brickell Ave Ste 3703
Miami, FL 33131

V. The organizer of the limited liability company is:

Registered Agents Inc.
30 N Gould St Ste R Sheridan, WY 82801

Signature: Riley Park

Date: 06/14/2019

Print Name: Riley Park

Title: Authorized Individual

Email: reports@registeredagentsinc.com

Daytime Phone #: (307) 200-2803



Secretary of State

Wyoming Secretary of State
2020 Carey Avenue
Suite 700
Cheyenne, WY 82002-0020
Ph. 307-777-7311

- I am the person whose signature appears on the filing; that I am authorized to file these documents on behalf of the business entity to which they pertain; and that the information I am submitting is true and correct to the best of my knowledge.
- I am filing in accordance with the provisions of the Wyoming Limited Liability Company Act, (W.S. 17-29-101 through 17-29-1105) and Registered Offices and Agents Act (W.S. 17-28-101 through 17-28-111).
- I understand that the information submitted electronically by me will be used to generate Articles of Organization that will be filed with the Wyoming Secretary of State.
- I intend and agree that the electronic submission of the information set forth herein constitutes my signature for this filing.
- I have conducted the appropriate name searches to ensure compliance with W.S. 17-16-401.

Notice Regarding False Filings: Filing a false document could result in criminal penalty and prosecution pursuant to W.S. 6-5-308.

W.S. 6-5-308. Penalty for filing false document.

- (a) A person commits a felony punishable by imprisonment for not more than two (2) years, a fine of not more than two thousand dollars (\$2,000.00), or both, if he files with the secretary of state and willfully or knowingly:
- (i) Falsifies, conceals or covers up by any trick, scheme or device a material fact;
- (ii) Makes any materially false, fictitious or fraudulent statement or representation; or
- (iii) Makes or uses any false writing or document knowing the same to contain any materially false, fictitious or fraudulent statement or entry.

- I acknowledge having read W.S. 6-5-308.

Filer is: An Individual An Organization

The Wyoming Secretary of State requires a natural person to sign on behalf of a business entity acting as an incorporator or organizer. The following individual is signing on behalf of all Organizers or Incorporators.

Filer Information:

By submitting this form I agree and accept this electronic filing as legal submission of my Articles of Organization.

Signature: Riley Park

Date: 06/14/2019

Print Name: Riley Park

Title: Authorized Individual

Email: reports@registeredagentsinc.com

Daytime Phone #: (307) 200-2803



Secretary of State

Wyoming Secretary of State
2020 Carey Avenue
Suite 700
Cheyenne, WY 82002-0020
Ph. 307-777-7311

Consent to Appointment by Registered Agent

Registered Agents Inc., whose registered office is located at **30 N Gould St Ste R, Sheridan, WY 82801**, voluntarily consented to serve as the registered agent for **Aeon Retail Co LLC** and has certified they are in compliance with the requirements of W.S. 17-28-101 through W.S. 17-28-111.

I have obtained a signed and dated statement by the registered agent in which they voluntarily consent to appointment for this entity.

Signature: Riley Park

Date: 06/14/2019

Print Name: Riley Park

Title: Authorized Individual

Email: reports@registeredagentsinc.com

Daytime Phone #: (307) 200-2803

STATE OF WYOMING
Office of the Secretary of State

I, EDWARD A. BUCHANAN, Secretary of State of the State of Wyoming, do hereby certify that the filing requirements for the issuance of this certificate have been fulfilled.

CERTIFICATE OF ORGANIZATION

GOLDBERG HOLDINGS LLC

I have affixed hereto the Great Seal of the State of Wyoming and duly executed this official certificate at Cheyenne, Wyoming on this **14th day of June, 2019 at 12:18 PM.**

Remainder intentionally left blank.



Filed Date: 06/14/2019

Edward A. Buchanan
Secretary of State

Filed Online By:

Riley Park

on 06/14/2019

INITIAL RESOLUTIONS

I, Riley Park , of Registered Agents Inc. being the Organizer of
GOLDBERG HOLDINGS LLC, a Wyoming Limited Liability Company, hereby resolve to relinquish signing authority to the Managers named below and adopt the following resolutions:

1. **Resolved**, the named Manager of the Limited Liability Company are hereby named as Manager.

SHYAM JIWNANI

2. **Resolved**, that GOLDBERG HOLDINGS LLC was organized on _____ in the State of Wyoming with assigned filing number _____.
3. **Resolved**, that the copy of the Articles of Organization of the above named Limited Liability Company is complete.
4. **Resolved**, that the general provisions of an operating agreement be adopted and included as official records of the Limited Liability Company. If the Manager chooses to adopt a more detailed operating agreement, then such agreement will take precedence over general provisions in the original operating agreement.
5. **Resolved**, that Manager has formed a limited liability company, and is entitled to the full extent of their limitation of liability pursuant to state law. Furthermore, Managers' failure to maintain formalities of a limited liability company does not preclude them from liability protection under state law.

Riley Park

06/14/19

LIMITED LIABILITY COMPANY OPERATING AGREEMENT FOR

GOLDBERG HOLDINGS LLC

A MANAGER-MANAGED LIMITED LIABILITY COMPANY

ARTICLE I

Company Formation

- 1.1 **FORMATION.** The Members have formed a Limited Liability Company ("Company") subject to the laws of the state in which it was formed. This operating agreement is entered into and effective upon adoption by the Member(s).
- 1.2 **REGISTERED AGENT.** The name and location of the Company's registered agent of the will be as stated in the formation documents.
- 1.3 **TERM.** The Company will continue perpetually unless,
 - (a) Members unanimously vote for dissolution; or
 - (b) An event occurs which causes the Company's business to become unlawful; or
 - (c) Any other event causing the Company's dissolution under state laws.
- 1.4 **CONTINUANCE OF COMPANY.** In the event of an occurrence described in ARTICLE 1.3(c), if there is at least one remaining Member, the Member has the right to continue the Company's business.
- 1.5 **BUSINESS PURPOSE.** The purpose of the Company is to conduct any and all lawful business appropriate in carrying out the company's objectives.
- 1.6 **PRINCIPAL PLACE OF BUSINESS.** The location of the Company's principal place of business will be as stated in the formation documents or as selected by the Managers.
- 1.7 **THE MEMBERS.** The name and residential address of each Member is contained in Exhibit 2 attached to this Agreement.

- 1.8 **ADMISSION OF ADDITIONAL MEMBERS.** Members may only be admitted to the Company through issuance of a new interest in the company with unanimous written consent of the Members or the sale of a Member's current interest, except as otherwise expressly provided in the Agreement.

ARTICLE II

Capital Contributions

- 2.1 **INITIAL CONTRIBUTIONS.** The Members will contribute the Company's initial capital as described in Exhibit 3 attached to this Agreement. The agreed total value of such property and cash is \$100,000.00.
- 2.2 **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member is obligated to make any additional contribution to the Company's capital.

ARTICLE III

Profits, Losses and Distributions

- 3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses will be determined annually. Profits and losses will be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Exhibit 2 as amended and in accordance with Treasury Regulation 1.704-1.
- 3.2 **DISTRIBUTIONS.** The Members may determine and distribute available funds annually or more frequently as the Members see fit. "Available funds" refers to the net cash of the Company available after expenses and liabilities, as determined by the Managers. Upon liquidation of the Company or of a Member's interest, distributions must be made according to the positive capital or pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member has a negative capital account balance, there must be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

ARTICLE IV

Management

- 4.1 **MANAGEMENT OF THE BUSINESS.** The Company is managed by Managers. The name and residential address of each Manager is

attached as Exhibit 1 of this Agreement. At least one Manager will be elected by a vote of the Members holding a majority of the capital interests in the Company, as set forth in Exhibit 2 and any amendments. One Manager will be elected by the Members as Chief Executive Manager. The Manager(s) may be Members or Non-Members.

- 4.2 **MEMBERS.** The liability of the Members is limited pursuant to applicable state law. Members that are not Managers may not take any part in the control, management, direction, or operation of the Company's affairs and have no power to bind the Company. The Members may advise the Managers, but Managers are not required to accept such advice. The Managers have the exclusive right to control and manage the Company. No Member will be an agent of any other Member of the Company solely by reason of being a Member.
- 4.3 **POWERS OF MANAGERS.** The Managers are authorized to make all decisions regarding the Company's operations and legal affairs, including but not limited to (a) the sale, development, lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the Company's business. Managers are authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's business.
- 4.4 **CHIEF EXECUTIVE MANAGER.** The Chief Executive Manager has primary responsibility for managing company operations and for carrying out the decisions of the Managers.
- 4.5 **NOMINEE.** Title to the Company's assets will be held in the Company's name or in the name of any nominee that the Managers may designate. The Managers will have power to enter into a nominee agreement with any person, and such agreement may contain provisions indemnifying the nominee, except for his or her willful misconduct.

- 4.6 **COMPANY INFORMATION.** Upon request, the Managers will supply to any member, information regarding the Company or its activities. Any Member or a member's authorized representative may access, inspect, and copy all books, records and materials in the Manager's possession regarding the Company or its activities. These rights may be exercised at the requesting Member's expense.
- 4.7 **EXCULPATION.** Any act or omission of the Managers, the effect of which may cause or result in loss or damage to the Company or the Members, if done in good faith to promote the best interests of the Company, will not subject the Managers to any liability.
- 4.8 **INDEMNIFICATION.** The Company will indemnify any person who was or is a party defendant or is threatened to be made a party defendant, in a 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 the person is or was a Member of the Company, employee, or agent of the Company, or is or was serving at the request of the Company. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" does not imply that the party did or did not act in good faith and in a manner which he/she reasonably believed to be lawful and in the best interest of the Company.
- 4.9 **RECORDS.** The Managers must keep the following at the Company's principal place of business:
- (a) A copy of all formation documents, the operating agreement, and any amendments;
 - (b) A current list of the full name and the last known street address of each Member;
 - (c) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;
 - (d) Copies of the Company's financial statements for the three most recent years.

ARTICLE V

Compensation

- 5.1 **MANAGEMENT FEE.** Any Manager rendering services to the Company is entitled to compensation equal to the value of those services.

- 5.2 **REIMBURSEMENT.** The Company will reimburse the Managers or Members for all direct out-of-pocket expenses incurred in managing the Company.

ARTICLE VI

Bookkeeping

- 6.1 **BOOKS.** The Managers will keep complete and accurate accounting of the Company's affairs at the Company's principal place of business or other location agreed upon by the Managers. The Managers will choose the method of accounting and the Company's accounting period will be the calendar year.
- 6.2 **MEMBER'S ACCOUNTS.** The Managers must maintain separate capital and distribution accounts for each Member. Each Member's capital account must be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and will consist of the Member's initial capital contribution increased by:
- (a) Any additional capital contribution made by the Member;
 - (b) Credit balances transferred from the member's distribution account to the member's capital account; and decreased by:
 - (1) Distributions to the Member in reduction of Company capital;
 - (2) The Member's share of Company losses if charged to the Member's capital account.

- 6.3 **REPORTS.** When the Managers close the books at the close of each calendar year, the Managers will prepare and send to each Member, a statement of that Member's distributive share of income and expense for income tax reporting purposes.

ARTICLE VII

Transfers

- 7.1 **ASSIGNMENT.** If a Member proposes to sell, assign or otherwise dispose of all or part of the Member's interest in the Company, he or she must comply with the following procedures:
- (a) First make a written offer, including the price, to sell such interest to the other Member(s). The exiting Member may only advertise the

sale if the other Members decline or fail to elect such interest within 60 days after the offer.

(b) If the exiting member has a buyer of interest, the other current Member(s) have first right of refusal to purchase the exiting Members interest for the agreed purchase price. If there is more than one current remaining Member, the remaining Members may combine funds to purchase the exiting Members' interest. The exiting Member must show that potential purchaser has full certified funds, or the ability to get full certified funds before 60 day right of first refusal period ends.

(c) Current Members must unanimously approve the sale of exiting Members' interests to grant full membership benefits and functionality to the new Member. If the current remaining Members do not unanimously approve the sale, the purchaser or assignee will have no management or voting rights. The purchaser or assignee is only entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled. The exiting Member must disclose to the buyer or assignee if the current Members will not approve the sale.

7.2 VALUATION OF EXITING MEMBERS INTEREST. If a Member wants to exit the LLC, and does not have a buyer of its membership interest, exiting Member will assign its interest to current Members according to the following procedures:

(a) A value must be placed upon this membership interest before assigned.

(b) If the exiting Member and the current Members do not agree on the value of the membership interest, the exiting Member must pay for a certified appraiser to assess the Company's value. The appraiser will assign the exiting Members' interest a value according to the exiting Members' interest percentage.

(c) The current Members must approve the certified appraiser used by exiting Member. Current Members have 30 days to approve the exiting Members certified appraiser. If current Members disapprove the certified appraiser, they must show evidence to support their disapproval of the certified appraiser as a vendor qualified to appraise the company. Current Members may not stall the process by disapproving all certified appraisers.

(d) When a certified appraiser places a value on the Company, a value will be placed on the exiting Members' interest according to exiting Members' percentage of membership interest.

- (e) If current Members disagree with the value placed on exiting Members' interest, current Members must pay for a certified appraiser to value the company and the exiting Members' interest according to the same terms.
- (f) Current Members' appraisal must be completed within 60 days or right of current Members to dispute the value of exiting Member's interest expires.
- (g) Upon completion of current Members' appraisal, the exiting Member must approve the value placed on exiting Members' interest. Exiting Member has 30 days to approve this value.
- (h) If the exiting Member does not approve the current Members' appraised value, then the value of the Company will be determined by adding both parties' appraised values, then dividing that value in half, creating the value of the exiting Members' interest.

7.3 **DISTRIBUTION OF EXITING MEMBERS INTEREST.** Upon determination of exiting Members' interest value, the value will be a debt of the Company. The exiting Member will only be able to demand payment of this debt at dissolution of the Company or by the following method:

- (a) The Company will make timely payments.
- (b) The Company will only be required to make payments towards exiting Member's debt if the Company is profitable and passes income to current Members.
- (c) The Company must make a debt payment to the exiting Member if the Company's income surpassed 50% of the total determined value of the exiting Members' interest in one taxable year. (Example: If exiting Members' value was \$100,000 and current Member(s) received over \$50,000 taxable income in the taxable year, the LLC would owe a debt payment to exiting Member. If current Member(s) only received \$40,000 in passed income, there would be no payment due.)
- (d) The debt payment must be at least 10% of the value of the passed income to current Members.
- (e) The company must make payment to exiting Member within 60 days of the end of the company's taxable year.
- (f) The payment schedule will continue until the exiting Member's debt is paid.

- (g) If the Company dissolves, the exiting Member will be a regular debtor and payment will follow normal dissolution payment statutes.
- (h) The exiting Member's value of membership interest assigned current Members may NOT accrue interest.
- (i) The Company may pay the amount owed to the exiting Member at any time.

ARTICLE VIII

Dissolution

- 8.1 **DISSOLUTION.** The Member(s) may dissolve the LLC at any time. The Member(s) may NOT dissolve the LLC for a loss of membership interests. Upon dissolution the LLC must pay its debts first before distributing cash, assets, and/or initial capital to the Member or the Members interests. The dissolution may only be ordered by the Member(s), not by the owner of the Member's interests.

CERTIFICATION OF MEMBERS

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each Member, the agreement consisting of _____ pages, constitutes, together with Exhibit 1, Exhibit 2 and Exhibit 3 (if any), the Operating Agreement of GOLDBERG HOLDINGS LLC, adopted by the Members as of June, 14 2019.

Members:



Signature

Percent: 100 %

SHYAM JIWNANI

Printed Name

Signature

Percent: _____ %

Printed Name

EXHIBIT 1

LIMITED LIABILITY COMPANY OPERATING AGREEMENT FOR

GOLDBERG HOLDINGS LLC

LISTING OF MANAGERS

By a majority vote of the Members the following Managers were elected to operate the Company pursuant to ARTICLE 4 of the Agreement:



Signature
Chief Executive Manager

SHYAM JIWNANI

Printed Name



Signature
Title: PRESIDENT

495 BRICKELL AVE STE 3703

MIAMI FL 33131

Address

SHYAM JIWNANI

Printed Name

495 BRICKELL AVE STE 3703

MIAMI FL 33131

Address

The above listed Manager(s) will serve in their capacities until they are removed for any reason by a majority vote of the Members as defined by ARTICLE 4 or upon their voluntary resignation.

Signed and agreed this 14th day of June, 2019.



Signature of Member

SHYAM JIWNANI

Printed Name

Signature of Member

Printed Name

Signature of Member

Printed Name

EXHIBIT 2

LIMITED LIABILITY COMPANY OPERATING AGREEMENT FOR

GOLDBERG HOLDINGS LLC

LISTING OF MEMBERS

As of the 14th day of JUNE, 2019 the following is a list of Members of the Company:

Name SHYAM JIWNANI **Percent** 100 %

Address 495 BRICKELL AVE #3703, MIAMI, FL 33131

Name _____ **Percent** _____ %

Address _____

Name _____ **Percent** _____ %

Address _____

Name _____ **Percent** _____ %

Address _____

Authorized by Member(s) to provide Member Listing as of this 14th day of
JUNE, 2019.



Signature of Member

Signature of Member

Signature of Member

Signature of Member

EXHIBIT 3

LIMITED LIABILITY COMPANY OPERATING AGREEMENT FOR

GOLDBERG HOLDINGS LLC

CAPITAL CONTRIBUTIONS

Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital is stated to be \$ 100,000.00. The description and each individual portion of this initial contribution is as follows:

SHYAM JIWNANI

\$ 100,000.00

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

SIGNED AND AGREED this 14th day of JUNE, 2019.



Member

Member

Member

Member

LLC MEMBERSHIP CERTIFICATE

GOLDBERG HOLDINGS LLC

Company Name

Organized in Wyoming has a total of 1 member(s) at 6/14/2019 date

This certifies that SHYAM JIWANI is a member of the above named Limited Liability Company, and holds a 100 % interest of the above named company, which is entitled to the full benefits of such membership.

Such benefits are subject to the membership duties and obligations set forth in the Limited Liability Company operating agreement.

This named Limited Liability Company has caused this certificate to be executed by its members this
14th day of JUNE, 2019 A.D. SHYAM JIWANI Goldberg Holdings LLC
Named Member

If sold:

For _____ received, I, _____, sell and transfer unto _____, % of the membership interest,
represented within this certificate, and appoint _____

to transfer the allocated interest in the books of the named Limited Liability Company with full power of substitution.

Seller _____ Newly named member _____

Witness _____
Signature and name