

Date: October 27, 2022

Sea Shark LLC

McLean, Virginia 22101

Telephone _____

117 East 18th Street

Sea Island, GA 31561

Fax: _____

Savannah, Georgia 31405

Fax: 912-443-5898

Baltimore, Maryland 21210

Sea Island, GA 31561

Statement: I have made inquiry to the appropriate authorities that the proposed project is not over a landfill or hazardous waste site and that the site is otherwise suitable for the proposed project.

Signature of Applicant (not agent): Paul Shindler Date: 11/11/2022

Paul Shindler

D: DEED B: 4325 P: 421

11/19/2020 12:33 PM

0632020015222 Pages: 2 Recording Fee: \$25.00

Transfer Tax: \$5500.00

Ronald M. Adams

Clerk of Superior Court, Glynn County, GA

After Recording Return to:

Bishop Law Firm
465 Sea Island Road
St. Simons Island, Georgia 31522
BLF File # 2020-430

**STATE OF GEORGIA
COUNTY OF GLYNN**

LIMITED WARRANTY DEED

A CONVEYANCE, made effective as of the 9 day of November, 2020 from
Goodman-Doty Sea Island Investments, L.L.L.P., as the First Party, to **Sea Shark LLC**, a
Georgia limited liability company, as the Second Party.

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash to it in hand
paid by the Second Party, at or before the sealing and delivery of these presents, the receipt of
which is confessed, and of other good and valuable consideration, the First Party hereby grants
and conveys unto the Second Party, its successors and assigns, the following described real
property, subject to the permitted exceptions attached hereto as Exhibit "A" and incorporated
herein, to-wit:

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND situate and being in
Glynn County, Georgia, identified as Lot 1 (Revised), Glynn County, Georgia, and
being shown and delineated on that certain plat of survey entitled "An Expedited
Recombination Plat of: Lot 1 (Revised), Lot 2 (Revised), Lot 3 (Revised), Lot 4
(Revised), Block 45, Sea Island Subdivision No.1 (Revised), 25th GMD, Sea Island,
Glynn County, Georgia" as prepared by Shupe Surveying Company, P.C., certified
by C. Teeple Hill, P.L.S. No. 3081, dated October 30, 2020, prepared for Goodman-
Doty Sea Island Investments, LLLP, as recorded in the Office of the Clerk of Superior
Court of Glynn County, Georgia in Plat Book 35, Page 90, as ALL OF LOT 1
(REVISED), which contains 45,604 Sq. Ft., more or less.

REFERENCE is hereby made to said plat and to the record thereof for all further
purposes of description and location.

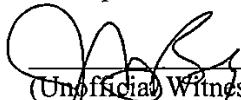
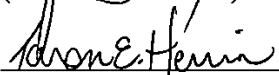
Property Address: 117 East Eighteenth Street, Sea Island, GA 31561

TO HAVE AND TO HOLD the real property above described and hereby conveyed, together with the improvements thereon, if any, and all and singular the rights, members and appurtenances thereunto belonging or in any manner appertaining, unto the Second Party, its successors and assigns, forever in fee simple.

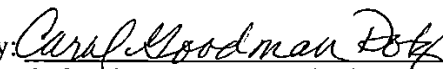
AND THE FIRST PARTY HEREBY WARRANTS and will forever defend unto the Second Party, its successors and assigns, the right and title hereby conveyed in and to the real property above described as against the lawful claims and demands against the claims of any persons owning, holding or claiming by, through or under First Party.

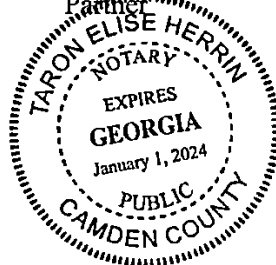
IN WITNESS WHEREOF, First Party has hereunto set its hand and affixed its seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:


(Unofficial Witness)

Notary Public
My commission expires: 1-1-2024
[NOTARY SEAL]

Goodman-Doty Sea Island Investments,
L.L.L.P.

By: 
Carol Goodman Doty, Authorized General
Partner





Amended and Restated Operating Agreement of Sea Shark LLC

This Amended and Restated Operating Agreement (the "Agreement") of Sea Shark LLC (the "Company"), effective as of November 1, 2021 (the "Effective Date"), is entered into by and between the Company and the Trust (as defined below) as the single member of the Company (the "Member").

WHEREAS, the Company was formed as a limited liability company on June 9, 2020 by the filing of Articles of Organization with the Secretary of State of the State of Georgia ("Secretary of State") pursuant to and in accordance with the Georgia Limited Liability Company Act, as amended from time to time (the "LLCA"); and

WHEREAS, the initial sole member of the Company (Rachel Ward Sheridan) assigned her interest in the Company pursuant to that certain Assignment of Interest dated the Effective Date (the "Assignment"), to Robert Ward, Trustee of the 2021 Rachel Sheridan Descendants Trust U/A dtd. 10/15/21 (the "Trust"), which has accepted such assignment and agreed to be the new Member; and

WHEREAS, the Member and the Company agree that the membership in and management of the Company shall be governed by the terms of this Agreement, which is intended to be a written operating agreement under the LLCA, including as defined in Section 14-11-108(18) of the LLCA, and fully amends and restates the original operating agreement of the Company, dated as of June 9, 2020.

NOW, THEREFORE, the Member, the Manager (as defined below) and the Company agree as follows:

1. Name. The name of the Company is Sea Shark LLC.
2. Purpose. The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the LLCA and to engage in any and all necessary or incidental activities, including without limitation own, manage and rent real estate.
3. Powers. The Company shall have all the powers necessary or convenient to carry out the purposes for which it is organized, including the powers granted by the LLCA.
4. Principal Office; Registered Office and Agent.
 - a. Principal Office. The location of the principal office of the Company shall be such location as the Manager may from time to time designate.
 - b. Registered Office and Agent. The registered agent of the Company for service of process in the State of Georgia and the registered office of the Company in the State of Georgia shall be that person and location reflected in the transmittal form or annual registration filed with the Secretary of State. If the registered agent or registered office shall change, the Manager shall promptly designate a replacement registered agent or registered office, as the case may be, in the manner provided by the LLCA.
5. Members.
 - a. Current Member. The Member owns 100% of the LLC interests of the Company as of the Effective Date, pursuant to the terms of the Assignment.

b. Additional Members. One or more additional members may be admitted to the Company with the consent of the Member. Prior to the admission of any such additional members to the Company, the Manager shall amend this Agreement to make such changes as the Manager shall determine to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a supplement, amendment or counterpart to this Agreement, as necessary. The Manager will maintain, in the books and records of the Company, the names, addresses, and capital contributions of the Members, with such amendments as may be necessary from time to time to reflect any subsequent admissions or resignations of Members or additional capital contributions by Members.

c. No Limited Liability Company Interest Certificates. The Company will not issue any certificates to evidence ownership of the LLC interests.

6. Management.

a. Authority; Powers and Duties of the Member. The Member shall have exclusive and complete authority and discretion to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company. Any action taken by the Member shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Member as set forth in this Agreement. The Member shall have all rights and powers of a manager under the LLCA, and shall have such authority, rights, and powers in the management of the Company to do any and all other acts and things necessary, proper, convenient, or advisable to effectuate the purposes of this Agreement.

b. Election of Officers; Delegation of Authority. The Member may, from time to time, designate one or more officers with such titles as may be designated by the Member to act in the name of the Company with such authority as may be delegated to such officers by the Member (each such designated person, an "Officer"). Any such Officer shall act pursuant to such delegated authority until such Officer is removed by the Member (or the earlier death of resignation of such Officer). Any action taken by an Officer designated by the Member pursuant to authority delegated to such Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any Officer set forth in this Agreement and any instrument designating such Officer and the authority delegated to him or her. The Member hereby confirms that Paul F. Sheridan, Jr. is serving as of the Effective Date as the manager of the Company (the "Manager") and an Officer, and that he will continue to serve in that role with full authority to act on behalf of the Company with any and all matters; provided, that the Manager will not, without the consent of the Member, agree to the terms of any rental or lease of any real property owned by the Company. The filing of a Certificate of Organization on behalf of the Company with the SOS on its date of formation has been approved, ratified and adopted in all respects.

7. Liability of Member and Manager; Indemnification.

a. Liability of Member and Manager. Except as otherwise required by the LLCA, the debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the Company, and neither the Member nor the Manager will be personally liable for any such debt, obligation, or liability of the Company solely by reason of being or acting as a member or manager or participating in the management of the Company.

b. Indemnification. To the fullest extent permitted under the LLCA, the Member and the Manager (irrespective of the capacity in which she, he or it acts) will each be entitled to indemnification and advancement of expenses from the Company for and against any loss, damage, claim, or expense (including attorneys' fees) whatsoever incurred by it or him relating to or arising out of any act or omission or alleged acts or omissions (whether or not constituting negligence or gross negligence) performed or omitted by the Member or the Manager on behalf of the Company; provided, however, that any indemnity under this Section 7(b) shall be provided out of and to the extent of Company assets only, and neither the Member, the Manager nor any other person shall have any personal liability on account thereof.

8. Term. The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with Section 12.

9. Capital Contributions. The Member hereby agrees to contribute to the Company such cash, property, or services as determined by the Member from time to time, or loan funds to the Company, as the Member may determine in its sole and absolute discretion; provided, that absent such determination, Member is under no obligation whatsoever, express or implied, to make any such contribution or loan to the Company.

10. Tax Status; Income and Deductions.

a. Tax Status. As long as the Company has only one member, it is the intention of the Company and the Member that the Company be treated as a disregarded entity for federal and all relevant state tax purposes and neither the Company nor the Member shall take any action or make any election which is inconsistent with such tax treatment. All provisions of this Agreement are to be construed so as to preserve the Company's tax status as a disregarded entity.

b. Income and Deductions. All items of income, gain, loss, deduction, and credit of the Company (including, without limitation, items not subject to federal or state income tax) shall be treated for federal and all relevant state income tax purposes as items of income, gain, loss, deduction, and credit of the Member.

11. Distributions. Distributions shall be made to the Member at the times and in the amounts determined by the Manager.

12. Dissolution; Liquidation.

a. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member; (ii) the entry of a decree of judicial dissolution; (iii) administrative dissolution by the SOS; or (iv) any other event or circumstance giving rise to the dissolution of the Company under the LLCA, unless the Company's existence is continued pursuant to the LLCA.

b. Upon dissolution of the Company, the Company shall immediately commence to wind up its affairs and the Member shall promptly liquidate the business of the Company. During the period of the winding up of the affairs of the Company, the rights and obligations of the Member under this Agreement shall continue. The Member or Manager may, in its or his sole discretion, file a statement of commencement of winding up with the Secretary of State in accordance with the LLCA.

c. In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly

manner), and the assets of the Company shall be applied as follows: (i) first, to creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) second, to the Member.

d. Upon the completion of the winding up of the Company, the Member or Manager may, in its or his sole discretion, file a certificate of termination in accordance with the LLCA.

13. Miscellaneous.

a. Amendments. Amendments to this Agreement may be made only with the written consent of the Member.

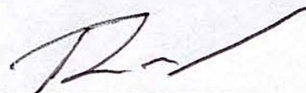
b. Governing Law. This Agreement shall be governed by the laws of the State of Georgia.

c. Severability. If any provision of this Agreement shall be declared to be invalid, illegal, or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality, and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

d. No Third Party Beneficiaries. Nothing in this Agreement, either express or implied, is intended to or shall confer upon any person other than the parties hereto, and their respective successors and permitted assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the Effective Date.

MEMBER



Robert Ward, Trustee of the 2021 Rachel
Sheridan Descendants Trust U/A dtd. 10/15/21

SEA SHARK LLC, a Georgia limited liability
company

By: 

PAUL F. SHERIDAN, JR.
TITLE: MANAGER