

**LIMITED LIABILITY COMPANY AGREEMENT
OF
DEEP SOUTH TRAVELS LLC**

This Limited Liability Company Agreement (this "Agreement") of Deep South Travels LLC, an Alabama limited liability company (the "Company"), is adopted and entered into on the 31 day of March, 2020, by Lindsay Kathryn Smith and Wendy Diane Herndon as members ("Member" or "Members," which term includes any other persons who may become Members of the Company in accordance with the terms of the Certificate of Formation, this Agreement and the Alabama Limited Liability Company Law of 2014) pursuant to and in accordance with the Alabama Limited Liability Company Law of 2014, as amended from time to time ("Law"). Terms used in this Agreement which are not otherwise defined shall have the respective meanings given those terms in the Law.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

ARTICLE ONE

NAME

The name of the limited liability company under which it was formed is Deep South Travels LLC.

ARTICLE TWO

TERM

The Company shall continue until dissolved in accordance with the Law.

ARTICLE THREE

MANAGEMENT

Management of the Company is vested in its Members, who will manage the Company in accordance with the Law. Any Members exercising management powers or responsibilities will be deemed to be a manager for purposes of applying the provisions of the Law, unless the context otherwise requires, and that Members will have and be subject to all of the duties and liabilities of a manager provided in the Law. The Members will have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes of the Company set forth in this Agreement, including all powers of Members under the Law.


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ARTICLE FOUR

PURPOSE

The purposes of the Company are to engage in the transaction of any or all lawful business for which Limited Liability Companies may be organized under the laws of the State of Alabama.

ARTICLE FIVE

MEMBERS

The names and the business, residence or mailing addresses of the Members are as follows:

<u>Name</u>	<u>Address</u>
Lindsay Kathryn Smith	2015 Stone Brook Drive, Birmingham, AL 35242
Wendy Diane Herndon	353 Old Ivy Road, Atlanta, GA 30342

ARTICLE SIX

CAPITAL CONTRIBUTIONS

The Members have contributed to the Company the following amounts, in the form of cash, property or services rendered :

<u>Member</u>	<u>Amount of Capital Contribution</u>
Lindsay Kathryn Smith	\$500.00
Wendy Diane Herndon	\$500.00

ARTICLE SEVEN

ADDITIONAL CONTRIBUTIONS

No Member is required to make any additional capital contribution to the Company.

ARTICLE EIGHT

ALLOCATION OF PROFITS AND LOSSES

The Company's profits and losses will be allocated in proportion to the value of the capital contributions of the Members or as otherwise determined by the agreement of the Members.

ARTICLE NINE

DISTRIBUTIONS

Distributions shall be made to the Members at the times and in the aggregate amounts determined by the Members. Such distributions shall be allocated among the Members in the same proportion as their then capital account balances.

ARTICLE TEN

WITHDRAWAL OF MEMBER

A Member may withdraw from the Company in accordance with the Law.

ARTICLE ELEVEN

ASSIGNMENTS

A Member may assign in whole or part his or her transferrable interest in the Company; provided, however, an assignee of a transferrable interest may not become a Member without the vote or written consent of at least a majority in interest of the Members, other than the Member who assigns or proposes to assign his or her transferrable interest.

ARTICLE TWELVE

ADMISSION OF ADDITIONAL MEMBERS

One or more additional Members of the Company may be admitted to the Company by unanimous vote of the Members.

ARTICLE THIRTEEN

LIABILITY OF MEMBERS

The Members do not have any liability for the obligations or liabilities of the Company, except to the extent provided in the Law.

ARTICLE FOURTEEN

EXCULPATION OF MEMBER-MANAGERS

A Member exercising management powers or responsibilities for or on behalf of the Company will not have personal liability to the Company or its Members for damages for any breach of duty in that capacity, provided that nothing in this Article shall eliminate or limit: (i) the liability of any Member-Manager if a judgment or other final adjudication adverse to him or her establishes that his or her acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law, or that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled, or that, with respect to a distribution to Members, his or her acts were not performed in accordance with the Law; or (ii) the liability of any Member-Manager for any act or omission prior to the date of first inclusion of this paragraph in this Agreement.

ARTICLE FIFTEEN

GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama, all rights and remedies being governed by those laws.

ARTICLE SIXTEEN

INDEMNIFICATION

To the fullest extent permitted by law, the Company shall indemnify and hold harmless, and may advance expenses to, any Member, manager or other person, or any testator or intestate of such Member, manager or other person (collectively, the "Indemnitees"), from and against any and all claims and demands whatsoever; provided, however, that no indemnification may be made to or on behalf of any Indemnatee if a judgment or other final adjudication adverse to such Indemnatee establishes: (i) that his or her acts were committed in bad faith or were the result of active and



Deep South Travels LLC
Limited Liability Company Agreement

deliberate dishonesty and were material to the cause of action so adjudicated; or (ii) that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled. The provisions of this section shall continue to afford protection to each Indemnatee regardless of whether he or she remains a Member, manager, employee or agent of the Company.

ARTICLE SEVENTEEN

BUSINESS PLAN

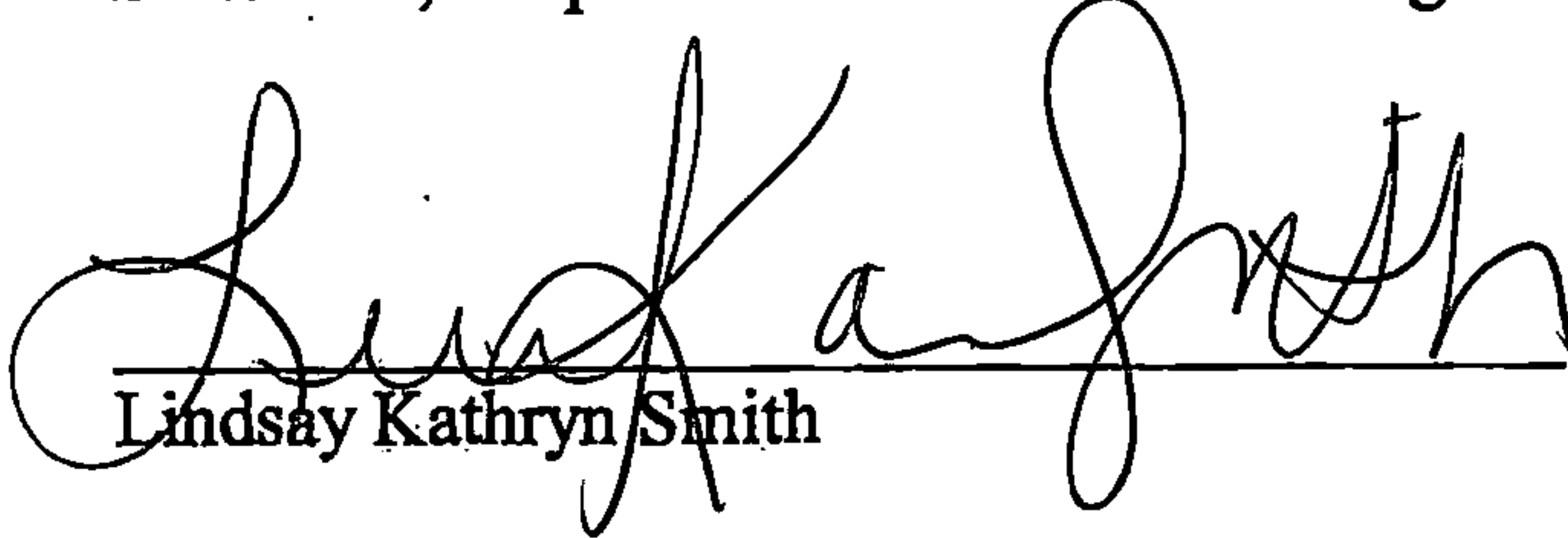
The Business Plan dated March 1, 2020, attached hereto is adopted and incorporated into this Agreement. If there is any conflict between the provisions in the Business Plan and this Agreement, the terms of the Business Plan shall prevail.

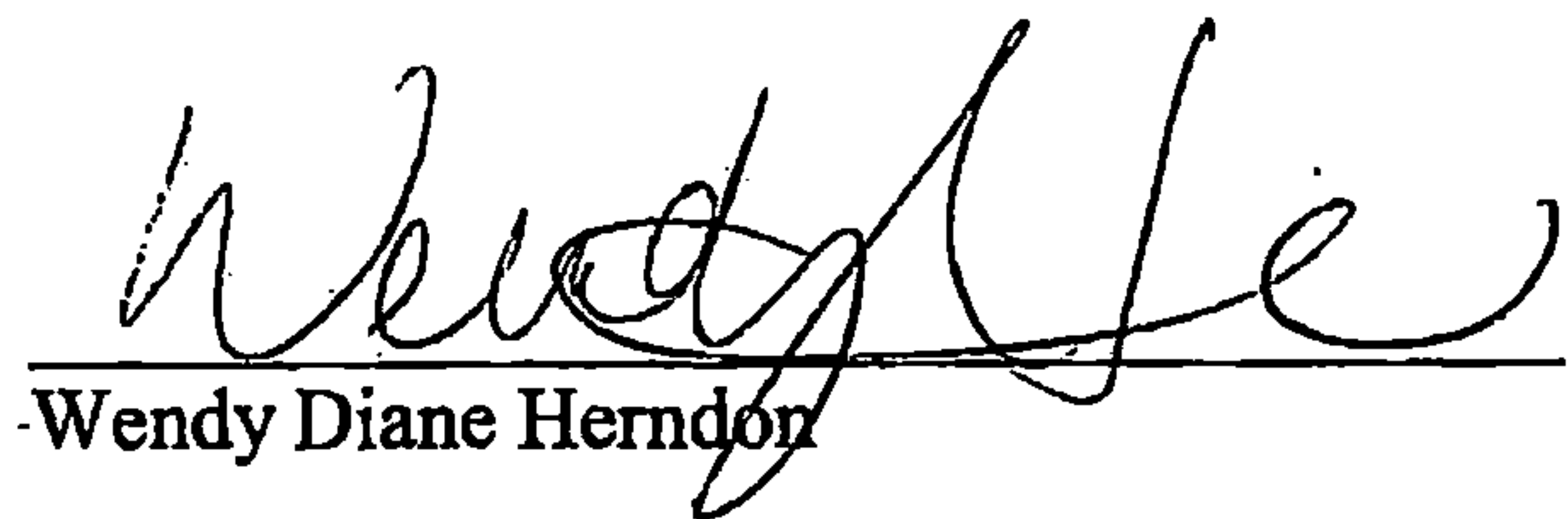
ARTICLE EIGHTEEN

DEADLOCK

If the Members are deadlocked on a matter of management, the Members agree to submit the matter to a neutral third party chosen by unanimous vote of the Members. The decision of the neutral third party shall then be binding on the Members. This provision shall not be applicable to the admission of a new Member or to other matters upon which unanimous consent of Members is required by statute.

In witness, the parties have executed this agreement the day and year first above written.


Lindsay Kathryn Smith


Wendy Diane Herndon


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**CERTIFICATE OF FORMATION
OF
DEEP SOUTH TRAVELS LLC**

The undersigned, desiring to form a Limited Liability Company pursuant to the Alabama Limited Liability Company Law of 2014, certifies as follows:

1. NAME. The name of the Limited Liability Company is Deep South Travels LLC. A copy of the Name Reservation certificate from the Office of the Secretary of State of Alabama is attached.

2. LIMITED LIABILITY COMPANY AGREEMENT. The business of the Company and the relationship of its members shall be subject to the terms and conditions of the Limited Liability Company Agreement as amended or restated from time to time by and among the Members of the Company.

3. DURATION. The existence of the Company shall commence on the date of the filing of this Certificate of Formation in the Office of the Judge of Probate of Shelby County, Alabama, and shall continue until it is dissolved as provided in the Limited Liability Company Agreement, or if no provision in the Limited Liability Company Agreement governs the duration of the Company, as may be required by the Alabama Limited Liability Company Law of 2014.

4. INITIAL REGISTERED OFFICE AND AGENT. The location and mailing address of the initial registered office of the Company, and the name of its initial registered agent at such address, are:

Registered agent:	Lindsay Kathryn Smith
Street address:	2015 Stone Brook Drive, Birmingham, AL 35242
Mailing address:	2015 Stone Brook Drive, Birmingham, AL 35242

5. MEMBERS. The undersigned certifies that there is at least one member of the Company.

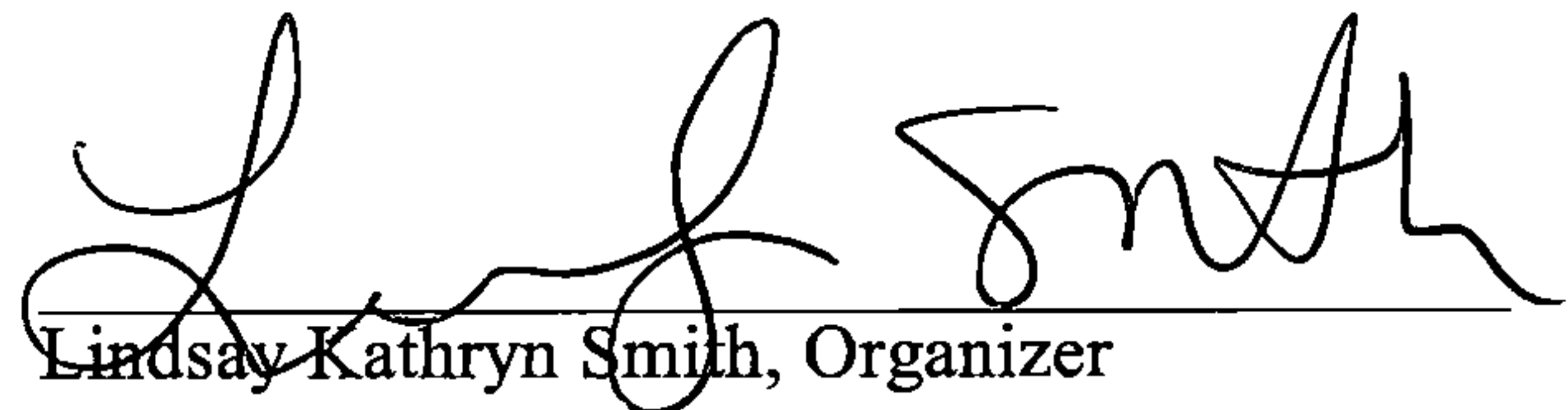
6. INDEMNIFICATION. The Company may indemnify its Members, Managers, officers, agents and employees to the maximum extent permitted by law.

7. ORGANIZER. The name and mailing address of the person who is to serve as Organizer of the Company are:

Lindsay Kathryn Smith, 2015 Stone Brook Drive, Birmingham, AL 35242

8. AMENDMENT. The Company reserves the rights to amend, alter, change or repeal any provision contained in this Certificate of Formation in the manner now or hereafter provided by law, and all rights conferred herein upon holders of membership interests are granted subject to this reservation; provided, however, that no such amendment, alteration, change or repeal shall be effective without approval of the Members pursuant to the terms of the Limited Liability Company Agreement, if any, in effect on the date of any such amendment.

IN WITNESS WHEREOF, the undersigned has affixed her hand and seal on this 31 day of March, 2020.


Lindsay Kathryn Smith, Organizer

This instrument was prepared by William R. Justice, P.O. Box 587, Columbiana, AL 35051


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Deep South Travels LLC

Business Plan

March 1, 2020

Contact Information

Lindsay Kathryn Smith
2015 Stone Brook Drive
Birmingham, AL 35242
205-401-7790

Wendy Diane Herndon
353 Old Ivy Road
Atlanta, GA 30342
404-368-3862



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Travel Agency Overview

Name & Location

Deep South Travels will operate out of 2015 Stone Brook Drive, Birmingham, AL 35242 and will be registered as an LLC with the State of Alabama.

Travel Agency Niche

Our unique niche in the travel market is working with domestic and international travelers with an emphasis on cruises, all-inclusive and theme park travel.

Target Clientele

Our target clientele will be both families, single travel parties and couples who are looking for a travel agent to find the right travel destination for their vacation and who wants all-encompassing travel planning and coordination.

Competition

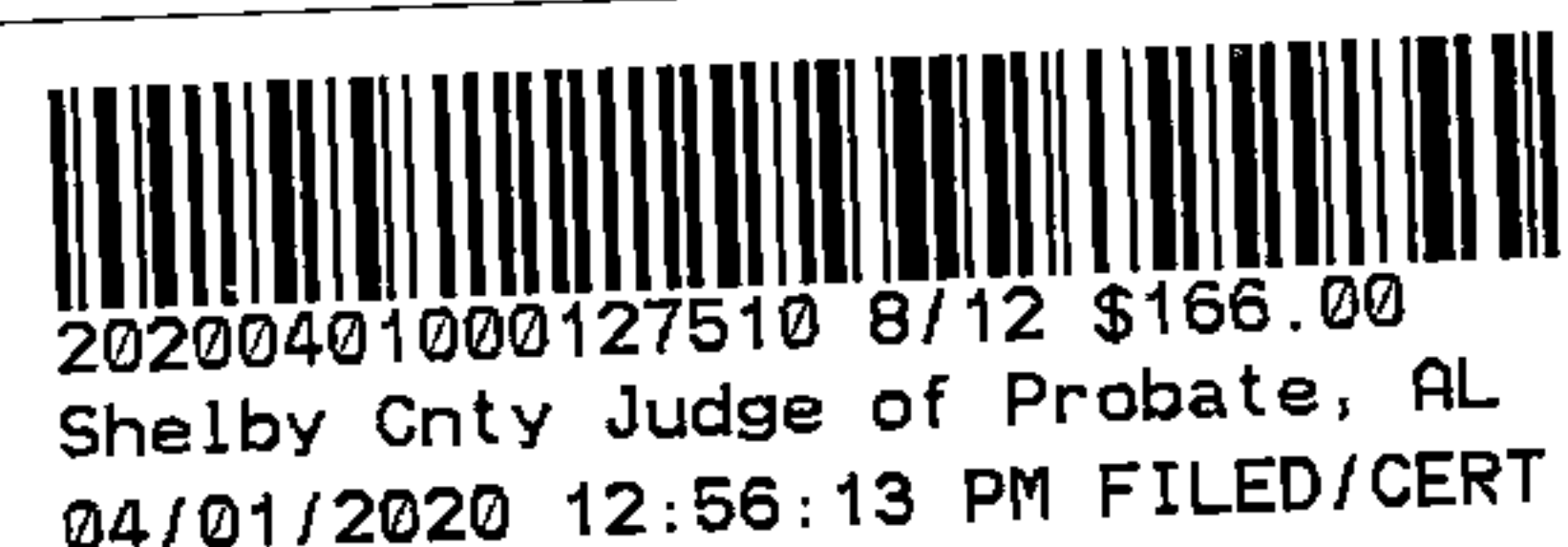
Competitive analysis through online searches, noting travel advertisers in popular magazines and through box store agencies like Costco and Sam's Club. We will also be competing with other travel agencies on the social media platforms.

Mission Statement

Our goal is to provide an avenue for independent contractors to book through travel vendors through an organized travel agency, booking under Deep South Travels CLIA and IATA numbers.

Purpose of Business

Deep South Travels wants to plan vacations for those travelers wanting unique experiences, but we also want to provide a stress-free outlet for independent contractors to book, service and plan their client's vacation needs in the simplest way possible.



Business Foundations

Legal Structure

Deep South Travels will be set up as an LLC in the state of Alabama and owners will be Lindsay Kathryn Smith and Wendy Diane Herndon.

Founders and Their Roles

Lindsay Kathryn Smith and Wendy Diane Herndon are the two owners of Deep South Travels LLC.

Partnership Stipulations:

Agency expenses and benefits are shared 50/50 and must be agreed upon by both owners.

Individual CLIA membership will be split 50/50.

Designated CLIA Administrator Lindsay Kathryn Smith will provide access to the other partner, Wendy Diane Herndon to the administrator account.

All vendors will be set up by Lindsay Kathryn Smith, but Wendy Diane Herndon has access to all accounts with each vendor.

All vendors will be set up with shared email account that both Smith and Herndon have access too.

Commissions made by each person will belong to that person, and they will be responsible for individual expenses pertaining to that person, including but not limited to: their individual TravelESolutions.com account, marketing, individual tax prep, email, client gifts, supplies, printing and mail for their individual client care, etc.

Agency expenses will be paid from the joint account, including but not limited to: agency tax preparation, insurance, agency email account, software subscriptions, etc. All expenses must be agreed upon by both parties for purchase/transaction.

Each will put \$500 in the bank account at time of account creation, with additional \$1,000 to be put in account from each owner over the first year of business, with each party contributing a total of \$1,500 over the first year individually for a total of \$3,000 collectively. This amount to be reassessed after first year of business.

Responsible for own taxes and paying taxes off commissions.



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As agents are added to the business, the agency will retain 20% of the commissions, which will be split amongst Smith and Herndon quarterly after expenses are paid.

If at any point either of the two parties decide to terminate the agreement, the departing party will be entitled to half of the amount in the bank account after expenses are paid.

Products and Services

Products/Services Provided

Deep South Travels plans to provide independent contractors access to vendors to book trips for their clients going on vacation.

We plan to set up with the following vendors upon launch:

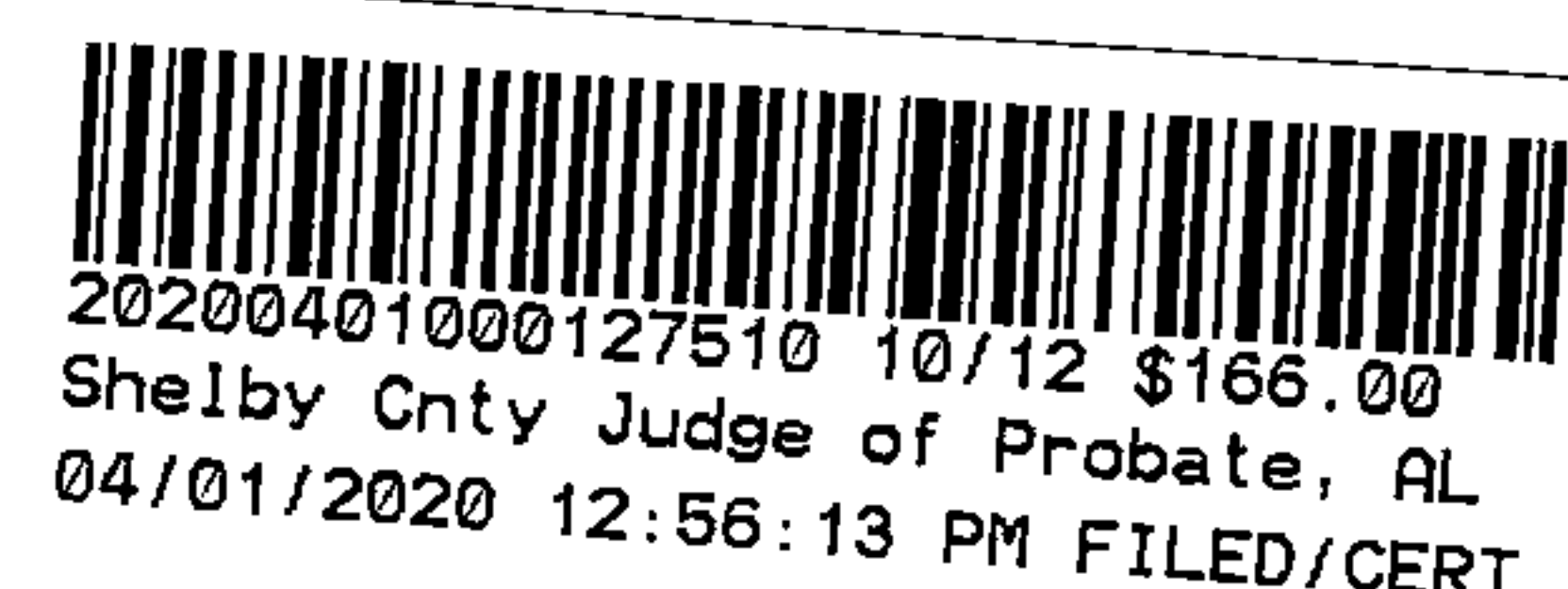
- Disney Destinations
- Universal Orlando
- VAX Vacation Access
- Vacation Express
- Carnival Cruise Line
- Royal Caribbean Cruise Line
- FunJet
- Norwegian Cruise Line
- Sandals/Beaches
- Expedia

Management Structure

Smith and Herndon will be the two owners of Deep South Travels.

All agents brought on board will be set up as IC: independent contractors. All IC's will receive 80% of commissions provided from the vendors.

All agents will own their own business, but they will be a subsidiary company of Deep South Travels. Agents can use their own name for business, but it must not go against any of the company standards.

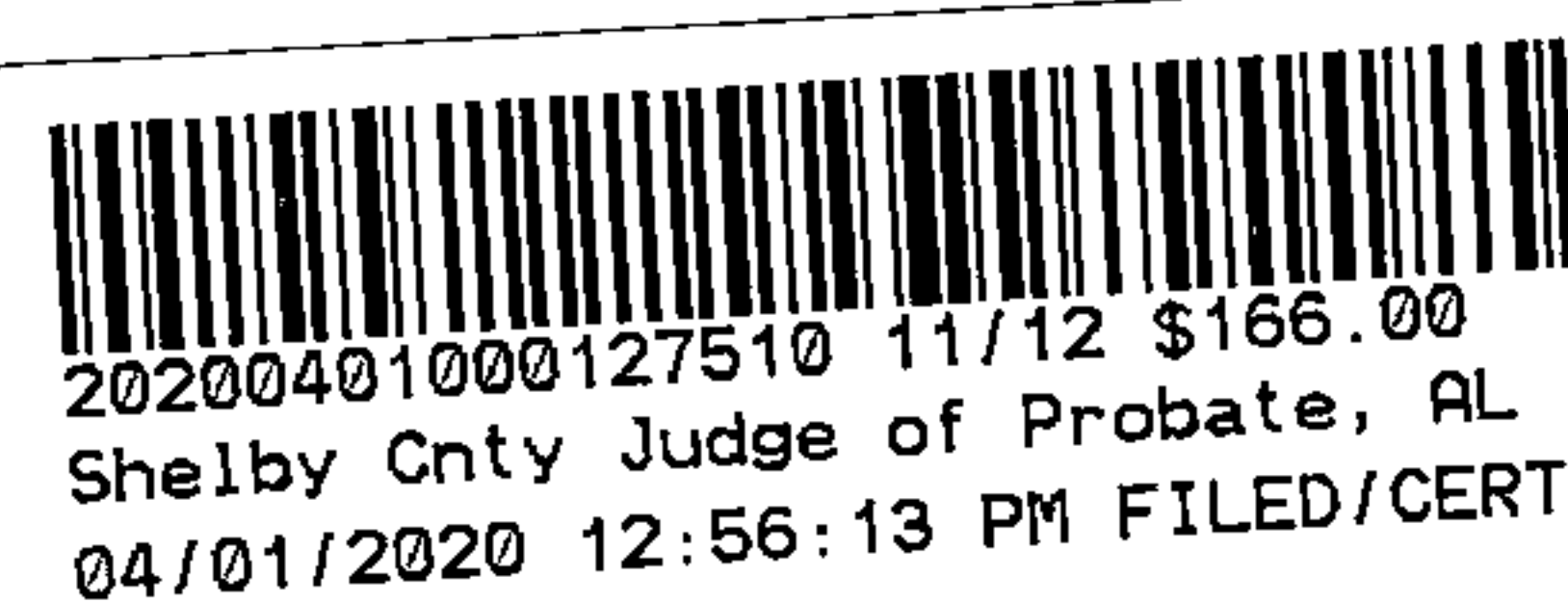


All agents will pay their own expenses, including but not limited to, monthly access to Travel E Solutions.com for booking and pay recording, individual CLIA card, admin expenses such as postage, and optional insurance.

Each agent will give a 30 day notice for termination of contract. At that time, agents will be given 30 days from the time of the notice to finish up any pending bookings and all bookings must be submitted by the end of the 30 day period to TravelESolutions.com

Administrative

- **Bookkeeper:** Wendy Diane Herndon
- **Accountant (CPA):** Wendy Diane Herndon
- **Banking:** Truist Bank, formerly SunTrust Bank
- **Vendor Manager:** Lindsay Kathryn Smith
- **Travel Consortium:** CLIA or Cruise Line International



John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, John H. Merrill, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

Deep South Travels LLC

This name reservation is for the exclusive use of Lindsay Kathryn Smith, 2015
Stone Brook Drive, Birmingham, AL 35242 for a period of one year beginning
March 10, 2020 and expiring March 10, 2021



RES875758

**In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.**

March 10, 2020

Date

J. H. Merrill

John H. Merrill

Secretary of State

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