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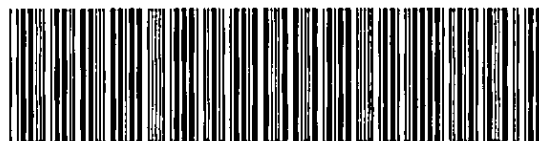
(Business Entity Name)

(Document Number)

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10/20/21

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: WHFL, LLC
Name of Limited Liability Company

The enclosed "Application by Foreign Limited Liability Company for Authorization to Transact Business in Florida," Certificate of Existence, and check are submitted to register the above referenced foreign limited liability company to transact business in Florida.

Please return all correspondence concerning this matter to the following:

James Ingersoll
Name of Person

Firm/Company

54 HUNTON CREEK LANE
Address

DELTAVILLE, VA 23043
City/State and Zip Code

jingersoll@verizon.net
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

James Ingersoll at (804) 677-9025
Name of Contact Person Area Code Daytime Telephone Number

Mailing Address:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Registration Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

Enclosed is a check for the following amount:

Please make check payable to: **FLORIDA DEPARTMENT OF STATE**

☐ \$125.00 Filing Fee ☐ \$130.00 Filing Fee & Certificate of Status ☐ \$155.00 Filing Fee & Certified Copy ☐ \$160.00 Filing Fee, Certificate of Status & Certified Copy

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS
IN FLORIDA

IN COMPLIANCE WITH SECTION 605.0902, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. WHFL LLC
(Name of Foreign Limited Liability Company; must include "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida. The alternate name must include "Limited Liability Company," "L.L.C.," or "LLC.")

2. VIRGINIA
(Jurisdiction under the law of which foreign limited liability company is organized)

3. 86-1648526
(FEI number, if applicable)

4. 02/20/2021
(Date first transacted business in Florida, if prior to registration.)
(See sections 605.0904 & 605.0905, F.S. to determine penalty liability)

5. 54 Hunter Creek Ln
(Street Address of Principal Office)

DELTAVILLE, VA 23043

6. 54 Hunter Creek Ln
(Mailing Address)

DELTAVILLE, VA 23043

7. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

Name: ~~Jim Ingersoll~~ Gavin Welch

Office Address: 54 Hunter Creek Ln 2265 Parkland Loop N
DELTAVILLE LAKELAND, Florida FL
(City) (Zip code)

Registered agent's acceptance:

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 application, 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.

Gavin Welch
(Registered agent's signature)

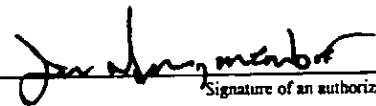
8. For initial indexing purposes, list names, title or capacity and addresses of the primary members/managers or persons authorized to manage [up to six (6) total]:

<u>Title or Capacity:</u>		<u>Name and Address:</u>	<u>Title or Capacity:</u>		<u>Name and Address:</u>
<input type="checkbox"/> Manager	Name:	<u>Jim Ingersoll</u>	<input type="checkbox"/> Manager	Name:	_____
<input checked="" type="checkbox"/> Member	Address:	<u>54 Hunter Creek Ln</u>	<input type="checkbox"/> Member	Address:	_____
<input type="checkbox"/> Authorized		<u>Deltaville, VA 23043</u>	<input type="checkbox"/> Authorized		_____
Person		_____	Person		_____
<input type="checkbox"/> Other	_____	<input type="checkbox"/> Other	_____	<input type="checkbox"/> Other	_____
<input type="checkbox"/> Manager	Name:	<u>Cheryl Ingersoll</u>	<input type="checkbox"/> Manager	Name:	_____
<input checked="" type="checkbox"/> Member	Address:	<u>54 Hunter Creek Ln</u>	<input type="checkbox"/> Member	Address:	_____
<input type="checkbox"/> Authorized		<u>Deltaville, VA 23043</u>	<input type="checkbox"/> Authorized		_____
Person		_____	Person		_____
<input type="checkbox"/> Other	_____	<input type="checkbox"/> Other	_____	<input type="checkbox"/> Other	_____
<input type="checkbox"/> Manager	Name:	_____	<input type="checkbox"/> Manager	Name:	_____
<input type="checkbox"/> Member	Address:	_____	<input type="checkbox"/> Member	Address:	_____
<input type="checkbox"/> Authorized		_____	<input type="checkbox"/> Authorized		_____
Person		_____	Person		_____
<input type="checkbox"/> Other	_____	<input type="checkbox"/> Other	_____	<input type="checkbox"/> Other	_____

Important Notice: Use an attachment to report more than six (6). The attachment will be imaged for reporting purposes only. Non-indexed individuals may be added to the index when filing your Florida Department of State Annual Report form.

9. Attached is a certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted)

10. This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.


Signature of an authorized person

James Ingersoll
Typed or printed name of signee

Commonwealth of Virginia



State Corporation Commission

CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That WHFL LLC is duly organized as a Limited Liability Company under the law of the Commonwealth of Virginia;

That the Limited Liability Company was formed on January 26, 2021; and

That the Limited Liability Company is in existence in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

August 15, 2021

A handwritten signature in black ink, appearing to read "Bernard J. Logan".

Bernard J. Logan, Clerk of the Commission

Entity Information

Entity Information

Entity Name: WHFL LLC
Entity ID: 11167999
Entity Type: Limited Liability Company
Entity Status: **Active**
Series LLC: No
Reason for Status: Active
Formation Date: 01/26/2021
Status Date: 01/26/2021
VA Qualification Date: 01/26/2021
Period of Duration: Perpetual
Industry Code: 0 - General
Annual Report Due Date: N/A
Jurisdiction: VA
Charter Fee: N/A
Registration Fee Due Date: Not Required

Registered Agent Information

RA Type: Entity
Locality: HANOVER COUNTY
RA Qualification: BUSINESS ENTITY THAT IS AUTHORIZED TO
TRANSACTION BUSINESS IN VIRGINIA
Name: Relationship Business & Insurance Services LLC
Registered Office Address: 10035 SLIDING HILL RD STE 6, Ashland, VA, 23005
- 0000, USA

Principal Office Address

(https://www.scc.virginia.gov/civ/civ_contact.aspx)

(<https://www.facebook.com/VirginiaStateCorporationCommission>)

Principal Information

(<https://twitter.com/VASateCorpComm>)

Management Structure: Member-Managed

Filing History

RA History

Name History

Previous Registrations

Protected Series

Garnishment Designees

Image Request

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**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

AT RICHMOND, JANUARY 26, 2021

The State Corporation Commission has found the accompanying articles of organization submitted on behalf of

WHFL LLC

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

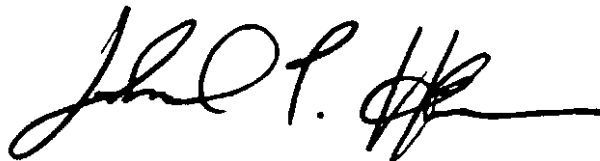
CERTIFICATE OF ORGANIZATION

be issued and admitted to record with the articles of organization in the Office of the Clerk of the Commission, effective January 26, 2021.

The limited liability company is granted the authority conferred on it by law in accordance with the articles of organization, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By

A handwritten signature in black ink, appearing to read 'Jehmal T. Hudson', followed by a horizontal line.

Jehmal T. Hudson
Commissioner

Limited Liability Company - Articles of Organization

Entity Information

Entity Name: WHFL LLC

Entity Type: Limited Liability Company

Business Type

Industry Code: 0 - General

Duration

Perpetual(forever)

Registered Agent Information

RA Type: Entity

Locality: HANOVER COUNTY

RA Qualification: N/A

Name: Relationship Business &
Insurance Services LLC

Email Address: N/A

The company's initial registered office address, including the street and number, if any, which is identical to the business office of the initial registered agent, is:

Registered Office Address: 10035 SLIDING HILL RD
STE 6, Ashland, VA, 23005 -
0000, USA

Contact Number: N/A

Principal Office Address

Address: 54 Hunton Creek Ln, Deltaville, VA, 23043, USA

Principal Information

Management Structure: Member-Managed

Signature Information

Date Signed: 01/26/2021

Executed in the name of the limited liability company by:

Entity Name	Entity Type	Printed Name	Signature	Title
RBI Services	Limited Liability Company	Chris Smith	Chris Smith	Organizer

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, January 26, 2021

This is to certify that the certificate of organization of

WHFL LLC

was this day issued and admitted to record in this office and that the said limited liability company is authorized to transact its business subject to all Virginia laws applicable to the company and its business.

Effective date: January 26, 2021



STATE CORPORATION COMMISSION

Attest:

A handwritten signature in cursive script, likely belonging to the Clerk of the Commission.

Clerk of the Commission



Form
LLC1011
(Rev. 08/20)

State Corporation
Commission

Articles of Organization of a Virginia Limited Liability Company

Pursuant to Chapter 12 of Title 13.1 of the Code of Virginia, the undersigned state(s) as follows:

Article I The limited liability company's name:

WHFL LLC

(The name must contain the words limited company or limited liability company or the abbreviation L.C., LC, L.L.C., or LLC)

Article II A. The name of the LLC's initial registered agent: Jim Ingersoll

B. The initial registered agent is: (Mark appropriate box.)

(1) an INDIVIDUAL who is a resident of Virginia and

☒ a member or manager of the LLC.

☐ a member or manager of a limited liability company that is a member or manager of the LLC.

☐ an officer or director of a corporation that is a member or manager of the LLC.

☐ a general partner of a general or limited partnership that is a member or manager of the LLC.

☐ a trustee of a trust that is a member or manager of the LLC.

☐ a member of the Virginia State Bar.

OR

(2) ☐ a domestic or foreign stock or nonstock corporation, limited liability company or registered limited liability partnership authorized to transact business in Virginia.

Article III A. The LLC's initial registered office address, including the street and number, if any, which is identical to the business office of the registered agent, is

54 Hunter Creek Ln Deltaville, VA 23043 VA 23043
(number/street) (city or town) (zip)

B. The registered office is located in the ☒ county or ☐ city of Middlesex

Article IV The LLC's principal office address, including the street and number, is

54 Hunter Creek Ln Deltaville, VA 23043
(number/street) (city or town) (state) (zip)

Signature(s) of Organizer(s):

Signature	Printed Name	Date	Tei. # (optional)	Email Address (optional)
	Jim Ingersoll	01/20/21		
	Cheryl Ingersoll	01/01/21		
Business Tel. # (optional)		Business Email Address (optional)		

Required Fee: \$100.00

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR
WHFL, LLC**

A Member Managed Limited Liability Company

**ARTICLE I
Company Formation**

- 1.1 **FORMATION.** The Members hereby form a Limited Liability Company ("Company") subject to the provisions of the Limited Liability Company Act as currently in effect as of this date. Articles of Organization shall be filed with the Secretary of State.
- 1.2 **NAME.** The name of the Company shall be: WHFL, LLC.
- 1.3 **REGISTERED AGENT.** The name and location of the registered agent of the Company shall be:
- Jim Ingersoll
54 Hunton Creek Lane
Deltaville, VA. 23043
- 1.4 **TERM.** The Company shall continue for a perpetual period.
- (a) Members whose capital interest as defined in Article 2.2 exceeds 50 percent vote for dissolution; or
- (b) Any event which makes it unlawful for the business of the Company to be carried on by the Members; or
- (c) The death, resignation, expulsion, bankruptcy, retirement of a Member or the occurrence of any other event that terminates the continued membership of a Member of the Company; or
- (d) Any other event causing dissolution of this Limited Liability Company under the laws of the State of Virginia.
- 1.5 **CONTINUANCE OF COMPANY.** Notwithstanding the provisions of ARTICLE 1.4, in the event of an occurrence described in ARTICLE 1.4(c), if there are at least two remaining Members, said remaining Members shall have the right to continue the business of the Company. Such right can be exercised only by the unanimous vote of the remaining Members within ninety (90) days after the occurrence of an event described in ARTICLE 1.4(c). If not so exercised, the right of the Members to continue the business of the Company shall expire.

- 1.6 **BUSINESS PURPOSE.** The purpose of the Company is to buy, sell and lease real estate.
- 1.7 **PRINCIPAL PLACE OF BUSINESS.** The location of the principal place of business of the Company shall be:

54 Hunton Creek Lane
Deltaville, VA. 23043

Principal place of business may be changed at a location the Managers from time to time select.

- 1.8 **THE MEMBERS.** The name and place of residence of each member are contained in Exhibit 2 attached to this Agreement.
- 1.9 **ADMISSION OF ADDITIONAL MEMBERS.** Except as otherwise expressly provided in the Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company, without the prior unanimous written consent of the Members.

ARTICLE II

Capital Contributions

- 2.1 **INITIAL CONTRIBUTIONS.** The Members initially shall contribute to the Company capital as described in Exhibit 3 attached to this Agreement. The agreed total value of such property and cash is \$1000.00
- 2.2 **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member shall be 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 shall be determined on an annual basis and shall 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 from time to time in accordance with Treasury Regulation 1.704-1.

- 3.2 **DISTRIBUTIONS.** The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall 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 name and place of residence of each Manager is attached as Exhibit 1 of this Agreement. By a vote of the Members holding a majority of the capital interests in the Company, as set forth in Exhibit 2 as amended from time to time, shall elect so many Managers as the Members determine, but no fewer than one, with one Manager elected by the Members as Chief Executive Manager. The elected Manager(s) may either be a Member or Non-Member.
- 4.2 **MEMBERS.** The liability of the Members shall be limited as provided pursuant to applicable law. Members that are not Managers shall take no part whatever in the control, management, direction, or operation of the Company's affairs and shall have no power to bind the Company. The Managers may from time to time seek advice from the Members, but they need not accept such advice, and at all times the Managers shall have the exclusive right to control and manage the Company. No Member shall 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 on the Company's behalf to make all decisions as 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. In the exercise of their management powers, the 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 affairs, whether like or unlike the foregoing.

4.4 CHIEF MANAGER. The Chief Manager, Jim Ingersoll, shall have primary responsibility for managing the operations of the Company and for effectuating the decisions of the Managers.

4.5 NOMINEE. Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Managers may designate. The Managers shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.

4.6 COMPANY INFORMATION. Upon request, the Managers shall supply to any member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Manager's possession regarding the Company or its activities. The exercise of the rights contained in this ARTICLE 4.6 shall be 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, shall not subject the Managers to any liability to the Members.

4.8 INDEMNIFICATION. The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, 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 he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

4.9 RECORDS. The Managers shall cause the Company to keep at its principal place of business the following:

(a) a current list in alphabetical order of the full name and the last known street address of each Member;

(b) a copy of the Certificate of Formation and the Company Operating Agreement and all amendments;

(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 any financial statements of the limited liability company for the three most recent years.

ARTICLE V

Compensation

5.1 **MANAGEMENT FEE.** Any Manager rendering services to the Company shall be entitled to compensation commensurate with the value of such services.

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

ARTICLE VI

Bookkeeping

6.1 **BOOKS.** The Managers shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business. Such books shall be kept on such method of accounting as the Managers shall select. The company's accounting period shall be the calendar year.

6.2 **MEMBER'S ACCOUNTS.** The Managers shall maintain separate capital and distribution accounts for each member. Each member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his initial capital contribution increased by:

(a) any additional capital contribution made by him/her;

(b) credit balances transferred from his distribution account to his capital account;
and decreased by:

(a) distributions to him/her in reduction of Company capital;

(b) the Member's share of Company losses if charged to his/her capital account.

6.3 **REPORTS.** The Managers shall close the books of account after the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

ARTICLE VII

Transfers

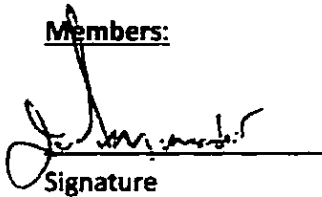
- 7.1 **ASSIGNMENT.** If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of his interest in the Company, such Member shall first make a written offer to sell such interest to the other Members at a price determined by mutual agreement. If such other Members decline or fail to elect such interest within thirty (30) days, and if the sale or assignment is made and the Members fail to approve this sale or assignment unanimously then, pursuant to the applicable law, the purchaser or assignee shall have no right to participate in the management of the business and affairs of the Company. The purchaser or assignee shall only be 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.

CERTIFICATE OF FORMATION

This Company Operating Agreement is entered into and shall become effective as of the Effective Date by and among the Company and the persons executing this Agreement as Members. It is the Members express intention to create a limited liability company in accordance with applicable law, as currently written or subsequently amended or redrafted.

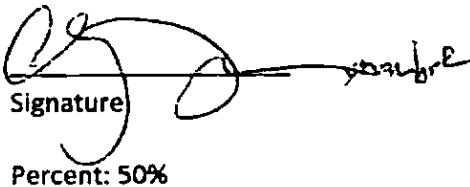
The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member, the agreement consisting of 8 pages, constitutes, together with Exhibit 1 of the Operating Agreement of WHFL, LLC, adopted by the members as of January 01, 2021.

Members:


Signature

Printed Name : Jim Ingersoll

Percent: 50%


Signature

Printed Name : Cheryl Ingersoll

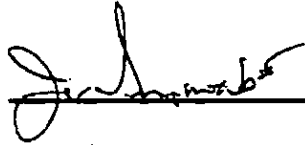
Percent: 50%

EXHIBIT 1

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR
WHFL, 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:



Printed Name: Jim Ingersoll
Chief Manager

Address:

54 Hunton Creek Lane
Deltaville, VA. 23043

The above listed Manager will serve in his capacity 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 15 day of January, 2021.


Signature of Member

Printed Name Jim Ingersoll