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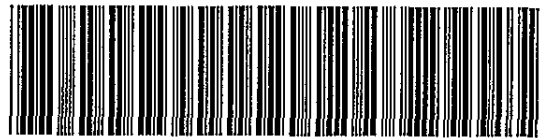
(Business Entity Name)

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**The Total Image**

Ms. Bonnie L. Young  
Ms. Isabelle A. Michel  
888 W. Michigan Ave.  
Pensacola, FL 32505  
Phone: 850-438-7021

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

Pensacola, March 19, 2003

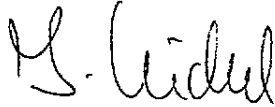
**Articles of organization of 'PHYSIS International LLC'**

Dear Sirs:

Please receive the articles of organization for our company 'PHYSIS International LLC' as well as a check over USD 160 to cover the registration expenses.

Should you have any questions, please do not hesitate to contact us.

Yours truly,



Isabelle A. Michel

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TALLAHASSEE, FLORIDA  
MARCH 19, 2003

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**ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED  
LIABILITY COMPANY**

**ARTICLE I**

**Name:**

PHYSIS International LLC

**ARTICLE II**

**Address:**

888 W. Michigan Ave., Pensacola, FL 32505.

**ARTICLE III**

**Registered Agent, Registered Office, & Registered Agent's  
Signature:**

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

Isabelle A. Michel

Name

7680 West Highway 98, Apt. 99

Florida street address

Pensacola, FL 32506

City, State, Zip

*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 as provided for in Chapter 608, F.S.*



Registered Agent's Signature

3/19/03

**Article IV**

**Management (Check box if applicable.)**

☐ The Limited Liability Company is to be managed by one manager or more managers and is, therefore, a manager - managed company.

**Article V****Founding Members**

The names of the initial members of PHYSIS International LLC are:

Bonnie Young  
Isabelle Michel

**Article VI****Nature of Business**

The LLC shall generally engage in the operation of a full service beauty salon and day spa.

**Article VII****Duration**

The names of the initial members of PHYSIS International LLC are:

**Article VIII****Contribution of Capital**

The founding members shall contribute capital in proportionate shares as follows:

Name	Capital	% of ownership
Bonnie Young	\$ 55000	50 %
Isabelle Michel	\$ 55000	50 %

The initial capital constitutes as follows:

Bonnie Young:

Inventory of 'The Total Image Salon'	\$ 15000
Value of client base of 'The Total Image Salon'	\$ 40000

Isabelle Michel:

Cash to 'The Total Image Salon'	\$ 930
Cash to PHYSIS International LLC	\$ 700
Outstanding fees from <a href="http://www.sfna.ch/TotalImage">www.sfna.ch/TotalImage</a>	\$ 300
Time, knowledge and services rendered	\$ 35000
Time, knowledge and services to be rendered within 12 months	\$ 18070

**Article IX****Allocation of Depreciation or Gain or Loss on Contributed Property**

The founding members understand that, for income tax purposes, the LLC's adjusted basis of some of the contributed property differs from fair market value at which the property was accepted by the members. However, the members intend that the general allocation rule of the Internal Revenue Code shall apply, and that the depreciation or gain or loss arising with respect to this property

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shall be allocated proportionately between the members, as allocated in Paragraph 5 above, in determining the taxable income or loss of the LLC and the distributive share of each member, in the same manner as if such property had been purchased by the LLC at a cost equal to the adjusted tax basis.

**Article X**

**Capital Accounts**

An individual capital account shall be maintained for each member. The capital of each member shall consist of that member's original contribution of capital, as described in Paragraph 6, and increased by additional capital contributions and decreased by distributions in reduction of LLC capital and reduced by her share of LLC losses, if these losses are charged to the capital accounts.

**Article XI**

**Drawing Accounts**

An individual drawing account shall be maintained for each member. All withdrawals by one member shall be charged to her drawing account. Withdrawals shall be limited to amounts unanimously agreed to by the members.

**Article XII**

**Salaries**

No member shall receive any salary for services rendered to the partnership except as specifically and first approved by each of the members.

The members have decided on March 18, 2003 that the hourly salary of the members will be \$ 40 until revised at a later time.

**Article XIII**

**Loans by Partners**

If the members consent, any member may lend money to the LLC at an interest and terms rate agreed in writing, at the time said loan is made.

**Article XIV**

**Profits and Losses**

Net profits of the LLC shall be divided proportionately between the members, and the net losses shall be borne proportionately as follows:

Name	Proportion
Bonnie Young	50 %
Isabelle Michel	50 %

**Article XV**

**Management**

The members shall have equal rights and control in the management of the LLC.

**Article XVI**

**Books of Accounts**

The LLC shall maintain adequate accounting records. All books, records, and accounts of the LLC shall be open at all times to inspection by all members, or their designated representatives.

**Article XVII**

**Accounting Basis**

The books of accounts shall be kept on a cash basis.

**Article XVIII**

**Fiscal Year**

The books of account shall be kept on a fiscal year basis, commencing January 1 and ending December 31, and shall be closed and balanced at the end of each year.

**Article XIX**

**Annual Audit**

The books of account shall be audited as of the close of each fiscal year by an accountant chosen by the members.

**Article XX**

**Banking**

All funds of the LLC shall be deposited in the name of the LLC into such checking or savings account as designated by the members.

**Article XXI**

**Death of Incapacity**

The death or incapacity of a member shall immediately cause an election of the remaining member to continue business as stated in paragraph 22.

**Article XXII**

**Election of Remaining Member to Continue Business**

In the event of the retirement, death, incapacity, or insanity of a member, the remaining member shall have the right to continue the business of the LLC, either by herself or in conjunction with any other person or persons she may select, but she shall pay to the retiring member, or to the legal representative of the deceased or incapacitated member, the value of her interest in the LLC.

**Article XXIII**

**Valuation of Member's Interest**

The value of the interest of a retiring, incapacitated, deceased, or insane member shall be the sum of (a) the member's capital account, (b) any unpaid loans due to the LLC, and (c) the partner's

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proportionate share of the accrued net profits remaining undistributed in her drawing account. No value for goodwill shall be included in determining the value of a member's interest, unless specifically agreed in advance by the members.

#### **Article XXIV**

#### **Payment of Purchase Price**

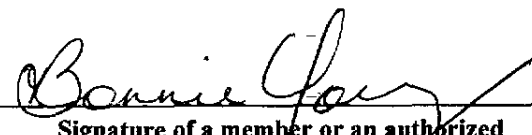
The value of the member's interest shall be paid without interest to the retiring member, or to the legal representative of the deceased, incapacitated or insane member, in twelve (12) monthly installments, commencing on the first day of the second month after the effective date of the purchase.

#### **Article XXV**

#### **Termination**

In the event that the remaining member does not elect to purchase the interest of the retiring, deceased, incapacitated, or insane member, or in the event the members mutually agree to dissolve, the LLC shall terminate, and the members shall proceed with reasonable promptness to liquidate the business of the LLC. The assets of the LLC shall first be used to pay or provide for all debts of the LLC. Thereafter, all money remaining undistributed in the drawing accounts shall be paid to the members. Then the remaining assets shall be divided proportionately as follows:

Name	Percentage
Bonnie Young	50 %
Isabelle Michel	50 %

  
Signature of a member or an authorized  
representative of a member.

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(In accordance with section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Bonnie Young

Printed name of signee