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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.)

Filing Fees:

\$125.00 Filing Fee for Articles of Organization and Designation of Registered Agent

\$ 30.00 Certified Copy (Optional)

\$ 5.00 Certificate of Status (Optional)

TRANSMITTAL LETTER

TO: Registration Section
Division of Corporations

SUBJECT: BASES Enterprises, LLC

The enclosed Articles of Organization and fee(s) are submitted for filing.
Please return all correspondence concerning this matter to the following:

BASES Enterprises, LLC
ATTN: Judson Gambles
Post Office Box 561072
Orlando, Florida 32856-1072

For further information concerning this matter, please call:

Judson Gambles at (321) 251-6735

Enclosed is a cashier's check for the following amount:

\$160.00 Filing Fee,
Certificate of Status & Certified Copy

**ARTICLES OF ORGANIZATION FOR A
FLORIDA LIMITED LIABILITY COMPANY
FOR
BASES ENTERPRISES, LLC**

ARTICLE I - Name

The name of the limited liability company shall be BASES Enterprises, LLC.

ARTICLE II -- Address

Section 1. The mailing address and the street address of the principle office of the limited liability company is as follows:


Principle Office Address:
7644 Dundas Drive
Orlando, Florida 32818

Mailing Address:
Post Office Box 561072
Orlando, Florida 32856-1072

Section 2. The company may also have offices at such other places as the managers may from time to time appoint or the business of the company may require.

ARTICLE III - Registered Agent

The name and Florida street address of the limited liability company's registered agent:



Registered Agent's Signature

**Judson Gambles
7644 Dundas Drive
Orlando, Florida 32818**

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..

ARTICLE IV - Managers

MGRM - Judson Gambles
7644 Dundas Drive
Orlando, FL 32818-3052

MGRM - Frederick Jackson
600 Gartrell Street
Ashland, FL 41101

MGRM - Daniel "Duke" Schneider
142 North Grand Avenue
Ft. Thomas, KY 41075

ARTICLE V - Purpose

The purpose of BASES Enterprises, LLC (hereinafter referred to as "the Company") shall be to develop, conduct, and/or implement consulting, construction management and/or development, counseling for consumer credit and repair, fundraising campaigns, marketing and advertising campaigns, business establishment and/or development services, lead generation services, market research, business plan preparation and grant preparation services. Its further purposes shall also be:

- a) To engage in and conduct any legal business activity, service, promotion or production consistent with this company's goals of economic development.
- b) To invest the revenues, earnings, proceeds, and/or profits of the Company and/or its business partner(s) assets in domestic or foreign business enterprises, stocks, bonds, futures, stock options, index options, futures options, commodities, currencies and real estate ventures for the pecuniary benefit of its owners.
- c) To solicit and purchase residential (single and multi-family) and/or commercial real property for development, rehabilitation and construction for the general public. These properties may be acquired via pre-foreclosure, foreclosure, tax lien certificates, and/or similar methods of acquisitions.
- d) To institute and conduct positive, progressive programs, projects, and/or workshops in order to achieve this company's goals.

e) To provide its owners and employees with various social and personal benefits that may include but shall not be limited to the following:

- I. Cooperative shareholder discounts.
- II. Cooperative shareholder insurance.
- III. Personal development programs and activities.
- IV. Long-term retirement benefits via investments.

ARTICLE VI -- SHAREHOLDERS MEETINGS

Section 1 Periodical company meetings of shareholders shall be held (as determined by the managers) at the registered office of the company in this state or at such place, either within or without the State of Florida.

Section 2. Annual Meetings: The annual meeting of the shareholders shall be held on the 3rd Wednesday of February in each year if not a legal holiday, and if a legal holiday, then on the next secular day following at 10:00 o'clock A.M., when they shall elect a Board of Advisors and transact such other business as may properly be brought before the meeting. If the annual meeting for election of managers is not held on the date designated therefor, the managers shall cause the meeting to be held as soon thereafter as convenient.

Section 3. Election of Managers: Elections of the Managers of the company shall be by written ballot.

Section 4. Special Meetings: Special meetings of the shareholders may be called at any time by the Chairman, or the Board of Advisors, or shareholders entitled to cast at least one-fifth of the votes which all shareholders are entitled to cast at the particular meeting. At any time, upon written request of any person or persons who have duly called a special meeting, it shall be the duty of the Secretary to fix the date of the meeting, to be held not more than sixty days after receipt of the request, and to give due notice thereof. If the Secretary shall neglect or refuse to fix the date of the meeting and give notice thereof, the person or persons calling the meeting may do so.

Business transacted at all special meetings shall be confined to the objects stated in the call and matters germane thereto, unless all shareholders entitled to vote are present and consent.

Written notice of a special meeting of shareholders stating the time and place and object thereof, shall be given to each shareholder entitled to vote thereat at least 30 days before such meeting, unless a greater period of notice is required by statute in a particular case.

Section 5. Quorum: A majority of the outstanding certificates of membership of the company entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. If less than a majority of the outstanding units entitled to vote is represented at a meeting, a majority of the units so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum.

Section 6. Proxies: Each shareholder entitled to vote at a meeting of shareholders or to express consent or dissent to company action in writing without a meeting may authorize another person or persons to act for him by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period.

A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the stock itself or an interest in the company generally. All proxies shall be filed with the Secretary of the meeting before being voted upon.

Section 7. Notice of Meetings: Whenever shareholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, written notice of any meeting shall be given not less than ten nor more than sixty days before the date of the meeting to each shareholder entitled to vote at such meeting.

Section 8. Consent in Lieu of Meetings: Any action required to be taken at any annual or special meeting of shareholders or a company, or any action which may be taken at any annual or special meeting of such shareholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the company action without a meeting by less than unanimous written consent shall be given to those shareholders who have not consented in writing.

Section 9 List of Shareholders: The manager who has charge of the membership ledger of the company shall prepare and make, at least ten days before every meeting of shareholders, a complete list of the

shareholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each shareholder and the number of shares registered in the name of each shareholder. No share of stock upon which any installment is due and unpaid shall be voted at any meeting. The list shall be open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any shareholder who is present.

ARTICLE VII - ADVISORS/MANAGERS

Section 1. The business and affairs of this company shall be managed by its Board of Advisors, 5 in number. The advisors need not be residents of this state however they shall be shareholders in the company. They shall be elected by the shareholders at the annual meeting of shareholders of the company, and each advisor shall be elected for the term of one year, and until his successor shall be elected and shall qualify or until his earlier resignation or removal.

Section 2. Regular Meetings: Regular meetings of the Board shall be held without notice, at least quarterly, at the registered office of the company, or at such other time and place as shall be determined by the Board.

Section 3. Special Meetings: Special Meetings of the Board may be called by the Chairman on 2 days notice to each advisor, either personally or by mail, fax or by telegram; special meetings shall be called by the Chief Operations Manager or Secretary in like manner and on like notice on the written request of a majority of the advisors in office.

Section 4. Quorum: A majority of the total number of advisors shall constitute a quorum for the transaction of business.

Section 5. Consent in Lieu of Meeting: Any action required or permitted to be taken at any meeting of the Board of Advisors, or of any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee. The Board of Advisors may hold its meetings, and have an office or offices, outside of this state.

Section 6. Conference Telephone: One or more advisors may participate in a meeting of the Board, or a committee of the Board or of the shareholders, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other; participation in this manner shall constitute presence in person at such meeting.

Section 7. Compensation Advisors as such, shall not receive any stated salary for their services, but by resolution of the Board, a fixed sum and expenses of attendance at each regular or special meeting of the Board PROVIDED, that nothing herein contained shall be construed to preclude any advisor from serving the company in any other capacity and receiving compensation therefor.

Section 8. Removal: Any manager or the entire Board of Advisors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of advisors, except that when cumulative voting is permitted, if less than the entire Board is to be removed, no advisor may be removed without cause if the votes cast against his removal would be sufficient to elect him if then cumulatively voted at an election of the entire Board of Advisors, or, if there be classes of advisors, at an election of the class of advisors of which he is a part.

ARTICLE VIII -- MANAGERS

Section 1. The managers of the company shall be chosen by the members and shall consist of a Chairman, Chief Operations Manager, Secretary, Jurisprudence Manager, and Chief Financial Manager. The Board of Advisors may also choose a one or more Assist Managers and such other managers as it shall deem necessary. Any number of offices may be held by the same person.

Section 2. Salaries: Salaries of all managers and agents of the company shall be fixed by the Board of Advisors. Periodical manager salary increases shall be considered and evaluated based upon each managers department experience, annual productivity, and/or other merits.

Section 3. Term of Office: The managers of the company shall hold office for at least three years or until their successors are chosen and have qualified. Any manager or agent elected or appointed by the Board may be removed by the Board of Advisors whenever in its judgment the best interest of the company will be served thereby.

Section 4. Chairman: The Chairman shall preside at all meetings of the shareholders and advisors; he shall see that all orders and resolutions of the Board are carried into effect, subject, however, to the right of the advisors to delegate any specific powers, except such as may be by statute exclusively conferred on the Chairman, to any other manager or managers of the company. He shall execute notes, bonds, mortgages and other contracts requiring a seal, under the seal of the company.

Section 5. Chief Operations Manager: The Chief Operations Manager shall attend all sessions of the Board. The Chief Operations Manager shall be the chief executive manager of the company; he shall have general and active management of the business of the company, subject, however, to the right of the advisors to delegate any specific powers,

except such as may be by statute exclusively conferred on the Chief Operations Manager, to any other manager or managers of the company. He shall have the general power and duties of supervision and management usually vested in the office of Chief Operations Manager of a company.

Section 6. Secretary: The Secretary shall attend all sessions of the Board and all meetings at the shareholders and act as clerk thereof, and record all the votes of the company and the minutes of all its transactions in a book to be kept for that purpose, and shall perform like duties for all committees of the Board of Advisors when required. He shall give, or cause to be given, notice of all meetings of the shareholders and of the Board of Advisors, and shall perform such other duties as may be prescribed by the Board of Advisors or Chief Operations Manager, and under whose supervision he shall be. He shall keep in safe custody the company seal of the company, and when authorized by the Board, affix the same to any instrument requiring it.

Section 7. Jurisprudence Manager: The Jurisprudence Manager shall attend all sessions of the Board of Advisors as well as all meetings of the shareholders and act as legal counsel for the company. She shall review all in-coming and out-going business correspondence of the company. Furthermore, she shall be actively involved in the drafting of all notes, bonds, mortgages, and/or contracts. In matters regarding due diligence for company acquisitions, she shall be responsible for conducting said due diligence and/or establishing a due diligence committee in order to perform the same. She shall perform the legal counsel duties for the company, and, to delegate any specific powers, except such as may be by statute exclusively conferred on the Jurisprudence Manager, to a committee or committees formed to perform specific duties of the company. She shall have the general power and duties of supervising said committee(s) on behalf of a company.

Section 8. Chief Financial Manager: The Chief Financial Manager shall have custody of the company funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the company, and shall keep the moneys of the company in separate account to the credit of the company. He shall disburse the funds of the company as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the Chief Operations Manager and advisors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Chief Financial Manager and of the financial condition of the company.

ARTICLE VI -- VACANCIES

Section 1. Any vacancy occurring in any office of the company by death, resignation, removal or otherwise, shall be filled by the Board of Advisors. Vacancies and newly created advisorships resulting from

any increase in the authorized number of advisors may be filled by a majority of the advisors then in office, although not less than a quorum, or by a sole remaining advisor. If at any time, by reason of death or resignation or other cause, the company should have no advisors in office, then any manager or any shareholder or an executor, administrator, trustee or guardian of a shareholder, or other fiduciary entrusted with like responsibility for the person or estate of shareholder, may call a special meeting of Shareholders' in accordance with the provisions of these Articles of Organization.

Section 2. Resignations Effective at Future Date: When one or more advisors shall resign from the Board, effective at a future date, a majority of the advisors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective.

ARTICLE VII -- COMPANY RECORDS

Section 1. Any Shareholder of record, in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the usual hours for business to inspect for any proper purpose the company's acquisition ledger, a list of its Shareholders', and its other books and records, and to make copies or extracts therefrom. A proper purpose shall mean a purpose reasonably related to such person's interest as a Shareholder. In every instance where an attorney or other agent shall be the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing which authorizes the attorney or other agent to so act on behalf of the Shareholder. The demand under oath shall be directed to the company at its registered office in this state or at its principal place of business.

ARTICLE VIII -- MEMBER INTERESTS, CERTIFICATES, DIVIDENDS, ETC.

Section 1. The membership interests of the company shall be numbered and registered in the member ledger and transfer books of the company as they are issued. They shall bear the company seal and shall be signed by the Chief Operations Manager.

Section 2. Transfers: Transfers of membership interests shall be made on the books of the company upon surrender of the certificates therefore, endorsed by the person named in the certificate, or by attorney, lawfully constituted in writing. No transfer shall be made which is inconsistent with law.

Section 3. Lost Certificate: The company may issue a new certificate of membership interest in the place of any certificate theretofore signed by it, alleged to have been lost, stolen or destroyed, and the company may require the owner of the lost, stolen or destroyed certificate, or his legal representative to give the company a bond sufficient to indemnify it against any claim that may be made against

it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

Section 4. Record Date: In order that the company may determine the Shareholders entitled to notice of or to vote at any meeting of Shareholders or any adjournment thereof, or the express consent to company action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or for the purpose of any other lawful action, the Board of Advisors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action.

If no record date is fixed:

(a) The record date for determining Shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the day next preceding the day on which notice is given,-- or if notice is waived, at the close of business on the day next preceding the day on which the meeting is held.

(b) The record date for determining Shareholders entitled to express consent to company action in writing without a meeting, when no prior action by the Board of Advisors is necessary, shall be the day on which the first written consent is expressed.

(c) The record date for determining Shareholders' for any other purpose shall be at the close of business on the day on which the Board of Advisors adopts the resolution relating thereto.

(d) A determination of Shareholders' of record entitled to notice of or to vote at a meeting of Shareholders' shall apply to any adjournment of the meeting; provided, however, that the Board of Advisors may fix a new record date for the adjourned meeting.

Section 5. Dividends: The Board of Advisors may declare and pay dividends upon the outstanding certificates of membership of the company from time to time and to such extent as they deem advisable, in the manner and upon the terms and conditions provided by the statute and articles of organization.

Section 6. Reserves: Before payment of any dividend there may be set aside out of the net profits of the company such sum or sums as the advisors, from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the company, or for such other purpose as the advisors shall think conducive to the interests of the company, and the advisors may abolish any such reserve in the manner in which it was created.

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ARTICLE IX -- MISCELLANEOUS PROVISIONS

Section 1. Checks: All checks or demands for money and notes of the company shall be signed by such manager or managers as the Board of Advisors may from time to time designate.

Section 2. Fiscal Year: The fiscal year shall begin on the first day of January.

Section 3. Notice: Whenever written notice is required to be given to any person, it may be given to such person, either personally or by sending a copy thereof through the mail, by fax, or by telegram, charges prepaid, to his address appearing on the books of the company, or supplied by him to the company for the purpose of notice. If the notice is sent by mail, fax or by telegraph, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail, faxed or with a telegraph office for transmission to such person. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting of Shareholders', the general nature of the business to be transacted.

Section 4. Waiver of Notice: Whenever any written notice is required by statute, or by the Certificate or the Articles of Organization of this company a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Except in the case of a special meeting of Shareholders', neither the business to be transacted at nor the purpose of the meeting need be specified in the waiver of notice of such meeting. Attendance of a person either in person or by proxy, at any meeting shall constitute a waiver of notice of such meeting, except where a person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

Section 5. Disallowed Compensation: Any payments made to an manager or employee of the company such as a salary, commission, bonus, interest, rent, travel or entertainment expense incurred by him, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service, shall be reimbursed by such manager or employee to the company to the full extent of such disallowance. It shall be the duty of the advisors, as a Board, to enforce payment of each such amount disallowed. In lieu of payment by the manager or employee, subject to the determination of the advisors, proportionate amounts may be withheld from his future compensation payments until the amount owed to the company has been recovered.

Section 6. Resignations: Any advisor or other manager may resign at anytime, such resignation to be in writing, and to take effect from the time of its receipt by the company, unless some time be fixed in the resignation and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE X -- ANNUAL STATEMENT

Section 1. The Chief Operations Manager and Board of Advisors shall present at each annual meeting a full and complete statement of the business and affairs of the company for the preceding year. Such statement shall be prepared and presented in whatever manner the Board of Advisors shall deem advisable and shall be verified by a certified public accountant.

ARTICLE XI -- AMENDMENTS

Section 1. These Articles of Organization may be amended or repealed by the vote of Shareholders' entitled to cast at least a majority of the votes which all Shareholders' are entitled to cast thereon, at any regular or special meeting of the Shareholders', duly convened after notice to the Shareholders' of that purpose.

ARTICLE XII - Required Signatures

Section 1. Signatures of a member or and authorized representative of a member.


JUDSON GAMBLER

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