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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

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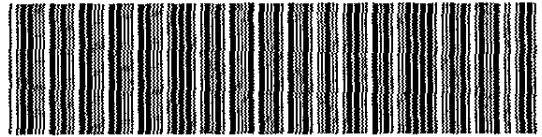
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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TALLAHASSEE, FLORIDA

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EFFECTIVE DATE  
8/10/06

## COVER LETTER

TO: Registration Section  
Division of Corporations

SUBJECT: UNIVERSAL SERVICE, LLC  
(Name of Limited Liability Company)

The enclosed Articles of Organization and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

VAN STEPHEN WARE

(Name of Person)

UNIVERSAL SERVICE, LLC

(Firm/Company)

1957 TROUT CIRCLE

(Address)

ENGLEWOOD, FL 34224

(City/State and Zip Code)

For further information concerning this matter, please call:

VAN STEPHEN WARE

(Name of Person)

at ( 941 )

473-9458

(Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

☐ \$125.00 Filing Fee

☒ \$130.00 Filing Fee &  
Certificate of Status

☐ \$155.00 Filing Fee &  
Certified Copy  
(additional copy is enclosed)

☐ \$160.00 Filing Fee,  
Certificate of Status &  
Certified Copy  
(additional copy is enclosed)

**Mailing Address**

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

**Street/Courier Address**

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

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## ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

### ARTICLE I - Name:

The name of the Limited Liability Company is:

UNIVERSAL SERVICE, LLC

(Must end with the words "Limited Liability Company," "Limited Company" or their abbreviation "LLC," or "L.C.,")

### ARTICLE II - Address:

The mailing address and street address of the principal office of the Limited Liability Company is:

#### Principal Office Address:

UNIVERSAL SERVICE, LLC

1957 TROUT CIRCLE

ENGLEWOOD, FL 34224

#### Mailing Address:

UNIVERSAL SERVICE, LLC

1957 TROUT CIRCLE

ENGLEWOOD, FL 34224

### ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:

(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

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

VAN STEPHEN WARE

Name

1957 TROUT CIRCLE

Florida street address (P.O. Box **NOT** acceptable)

ENGLEWOOD

FL 34224

City, State, and 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.*

x Van Stephen Ware  
Registered Agent's Signature (REQUIRED)

(CONTINUED)

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**ARTICLE IV- Manager(s) or Managing Member(s):**

The name and address of each Manager or Managing Member is as follows:

**Title:**

"MGR" = Manager

"MGRM" = Managing Member

**Name and Address:**

MGR

VAN STEPHEN WARE

1957 TROUT CIRCLE

ENGLEWOOD, FL 34224

MGRM

ROBERT FRANCIS POWELL, JR.

1957 TROUT CIRCLE

ENGLEWOOD, FL 34224

MGRM

JOHN B. GAULT

7615 CASTLEBERRY TERRACE

ENGLEWOOD, FL 34224

(Use attachment if necessary)

**ARTICLE V:** Effective date, if other than the date of filing: AUGUST 10, 2006. (OPTIONAL)  
(If an effective date is listed, the date must be specific and cannot be more than five business days prior to or 90 days after the date of filing.)

**REQUIRED SIGNATURE:**

*Van Stephen Ware*

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

(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.)

VAN STEPHEN WARE

Typed or printed name of signee

**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)

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## OPERATING AGREEMENT FOR UNIVERSAL SERVICE, LLC

This Operating Agreement is executed by the initial Members of UNIVERSAL SERVICE, LLC, a Limited Liability Company formed under FLORIDA law, to be effective on AUGUST 10, 2006. In consideration of the mutual covenants set forth in this agreement, the Members agree to all terms, covenants and conditions set forth, and agree to be bound by any amendments to this Operating Agreement that may later be enacted. The Members executing this Operating Agreement intend that it will be the sole source of their undertakings with regard to the Company. To the extent that any provision of this Operating Agreement may be found invalid or inoperative under any provision of the law, it will be deemed amended but only to the smallest degree necessary to bring it into compliance with the law. The signing Members further agree that any persons becoming members after the execution of this Operating Agreement will be bound by all of its provisions (including any amendments later adopted).

### THE AGREEMENT

#### ARTICLE I FORMATION

- 1.1 Name. The name of the Company is UNIVERSAL SERVICE, LLC ("the Company"). All business of the Company will be transacted in the Company's name.
- 1.2 Business. This Company has been formed under the laws of the State of FLORIDA by the filing of Articles of Organization with the FLORIDA Secretary of State on or about AUGUST 10, 2006.

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- 1.3 Registered Agent. The Company's registered agent for service is VAN STEPHEN WARE, whose address is 1957 TROUT CIRCLE, ENGLEWOOD, FL 34224.
- 1.4 Place of Business. The Company's principal place of business is 1957 TROUT CIRCLE, ENGLEWOOD, FL 34224.
- 1.5 Initial Members. The initial Members of the Company are VAN STEPHEN WARE, ROBERT FRANCIS POWELL, JR. AND JOHN B. GAULT.

## ARTICLE II MANAGER

- 2.1 Number. There will be one Manager, who will be a Member of the Company. The initial Manager is VAN STEPHEN WARE.
- 2.2 Election of Manager Vacancies. The Manager will be elected at each annual meeting of Members or at a special meeting called for the purpose of electing the Manager.
- 2.3 Term of Office; Resignation. The Manager will hold office until the next annual meeting of the Members, or until a successor is elected, or until the Manager's resignation, removal from office or death. The Manager may resign at any time orally at a meeting of the Members; or by submitting a writing to that effect to the Members. Such resignation will take effect immediately or at another time specified by the Manager.
- 2.4 Replacement of Manager. Any vacancy created in the manager position may be filled by another manager selected by the remaining Managers, or by the Members.

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- 2.5 **Manager's Compensation.** The Manager will be entitled to compensation as determined by the Members at a meeting of the Members. Additionally, the Manager will be entitled to reimbursement of out-of-pocket expenses incurred on behalf of the Company.
- 2.6 **Books and Records.** The Manager (or his or her designee) will maintain the books and records of the Company at the principal place of business, and will make them reasonably available to any Member at any reasonable time. The books must be maintained in accordance with generally-accepted professional principles. The Manager will also be responsible for the filing of all required tax returns, and for the withholding and payment of employee taxes.
- 2.7 **Bank Accounts.** All transactions of the Company will be conducted through one or more bank accounts and charge accounts, established by the Manager with the approval of the Members. Small transactions of less than \$25 may be handled through a petty cash fund, but will be subject nonetheless to proper accounting.

### ARTICLE III MEETINGS AND MEMBERS

- 3.1 **Annual Meeting.** The annual meeting of the Members of the Company for the purposes of electing a Manager, considering proposals laid before the meeting, and transacting any other business properly brought before the meeting, will be held at the principal office of the company in the City of ENGLEWOOD, in CHARLOTTE County, State of FLORIDA, or at any other place, either within or without the State of FLORIDA, be designated by the Manager and specified in the notice of the meeting. Each annual meeting will be held on the last MONDAY of DECEMBER, if not a legal holiday, and, if a legal holiday, then on the next succeeding business day.

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3.2 Notice of Meetings. Not less than 10 nor more than 60 days before the date fixed for any meeting of Members, written notice stating the time and place of the meeting (and, in the case of a special meeting, the purpose of the meeting) must be given to each Member entitled to vote at the meeting. Any notice may be waived in writing or by a Member's attendance at the meeting.

3.3 Special Meetings. Special meetings of the Members may be held on any day, when called by the Manager, or when called by Members who hold at least 50 percent of all units outstanding and entitled to vote at the special meeting. Upon request in writing delivered either in person or by certified mail, return receipt requested, by any Members entitled to call a meeting of Members, the Manager will promptly give notice to all members entitled to notice of the upcoming meeting.

If notice is not given within seven days after the delivery or mailing of the request, the person or persons calling the meeting may fix the time of the meeting and give notice of it in the manner provided by law or by this Operating Agreement, or may cause notice to be given by any designated representative. Each special meeting will be called to convene between 8:00 a.m. and 6:00 p.m. and will be held at the principal office of the Company.

3.4 Quorum and Adjournments. Except as may be otherwise provided by law or by the articles of organization, the holders of a majority of the voting power of the Company will constitute the quorum necessary for the meeting to occur.

3.5 Voting. Voting on all matters will be based on unit ownership, with each unit having one vote.

3.6 Action by the Members Without a Meeting. Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if the action is evidenced by written consents describing the action taken, signed by the

*RJP*  
*JSW*

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Members approving such action and delivered to the Company's Manager for filing with Company records. The written consent will be effective when the all of the Members have signed the consent, unless the consent specifies a different effective date.

- 3.7 Additional Members. The Members may add additional persons as members for such consideration and upon such other terms as they deem appropriate, which terms must not be inconsistent with the provisions of this Operating Agreement.

#### ARTICLE IV INDEMNIFICATION

- 4.1 Indemnification. The Company will indemnify, defend and hold each Member harmless for all costs, losses, liabilities, and damages paid or accrued by the Member in connection with the business of the Company, to the fullest extent provided or allowed by the laws of the State of FLORIDA.
- 4.2 Purchase of Insurance. The Company may purchase and maintain insurance on behalf of any Member, employee or other agent of the Company, against any liability asserted against him or her and incurred by him or her in that capacity.

#### ARTICLE V CERTIFICATE FOR UNITS OR SHARES

- 5.1 Form of Certificates. Each holder of units or shares will be entitled to one or more certificates, signed by the Manager, which will set forth the number of units or shares held by him or her in the Company. However, no certificate for units or shares will be issued until it is fully paid. The absence or loss or destruction of a certificate will not affect a Member's rights.

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- 5.2 Transfer of Units or Shares. Subject to the laws of FLORIDA and the terms of this Agreement, units or shares of the Company will be transferable upon the books of the Company by a Member by surrendering his or her certificate(s) with a properly executed assignment and with proof of the authenticity of the signatures to the assignment as the Company may reasonably require. The transferee or assignee must not be a Member and will have no right to participate in the management of the Company unless and until the Members unanimously approve the transfer or assignment in writing or at a properly- convened Members' meeting. No transfer or assignment will be approved until the prospective Member has agreed, in writing, to be bound by all terms of this Operating Agreement, as amended to that date.
- 5.3 Lost, Stolen or Destroyed Certificates. The Company may issue a new certificate for units or shares in place of any certificate alleged to have been lost, stolen or destroyed. The Manager may, in his or her discretion, require the posting of a bond containing any terms required by the Manager to protect the Company or any person injured by the execution and delivery of a new certificate.

## ARTICLE VI

### CAPITAL AND PROFITS AND LOSSES

- 6.1 Capital Contributions. The initial capital contributions of the Members (which will be considered their opening capital accounts) and the number of their owned units are as follows:

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Name	Contribution	No. of Units
VAN STEPHEN WARE	\$10,000.	33.3%
ROBERT FRANCIS POWELL, JR.	\$10,000.	33.3%
JOHN B. GAULT	\$10,000.	33.3%

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An individual capital account will be established and maintained for each Member and will be credited with the amount of that Member's capital contribution to the Company. A Member will not be entitled to interest on his or her capital contribution, or to withdraw any part of his or her capital account, or to receive any distribution for the Company, except as specifically provided in this agreement or by law.

6.2 Profits and Losses. The net profits and the net losses of the Company will be shared by the Members in proportion to their respective capital interest in the Company. The terms "net profits" and "net losses" will mean, for each fiscal year or other period, an amount equal to the Company's taxable income or loss for that year or period, determined in accordance with the Internal Revenue Code of 1986 (the "Code"), as amended, with the goal that the Company is treated for tax purposes as a partnership under the Code.

6.3 Cash Flow. The "cash flow of the Company" for each fiscal year or other period will be equal to the net profits or net losses of the Company for that year or period, determined in accordance with Section 6.2 above, plus:

- (a) Depreciation and other noncash charges deducted in determining net profits or net losses;
- (b) The net cash proceeds resulting from any refinancing of Company property or the sale of any Company property received during that year or period, and minus:
- (c) Principal payments made during that year or period on Company loans;

- (d) Any other cash expenditures made during that year or period which have not been deducted in determining the net profits or net losses of the Company for that year or period; and
- (e) Any amount determined by the Members to be required to maintain sufficient working capital and/or a reserve for repairs and/or replacements.

The cash flow of the Company will be determined for each fiscal year and, as so determined, will, in proportion to their respective interests in the Company, be distributed to the Members as often as determined by the Manager, but not less often than annually.

- 6.4 Fiscal Year. The Company's books will be kept on a calendar year basis.

## ARTICLE VII ADDITIONAL FUNDS

- 7.1 New Capital or Loans. The Members acknowledge that the income produced by the business of the Company may be insufficient to pay all of the costs of operating the business. Included within the meaning of the term "costs of operation" (and without limiting the generality of the term), are all real estate taxes, assessments and other governmental charges, insurance premiums, costs of repair and maintenance, costs of improvements and the principal and interest payment required to be made on Company loans. If, as determined by a majority-of-interest vote of all those who hold an interest in the Company, additional funds are required to pay the costs of operating, those additional funds will be advanced to the Company by the Members (and any assignee/transferee of a Company interest who has not been admitted as a Member) in proportion to the capital interest each Member (or assignee/transferee) then holds in the Company. These additional funds advanced to the Company will be treated as additional capital contributions or loans, as determined by the vote of those holding an interest in the Company.

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ARTICLE VIII  
RESTRICTIONS ON MEMBERSHIP TRANSFERABILITY

- 8.1 New Members. A new Member may be admitted into the Company only if: (i) all the other Members approve of the admission; and (ii) the new Member executes any instruments reasonably necessary to effect the admission and to confirm the agreement of the person or entity being admitted to be bound by all of the covenants, terms and conditions of this Agreement then in effect. The new Member will receive a capital interest and an interest in the net profits and net losses and cash flow of the Company in an amount to be determined by all the other Members at the time of admission.
- 8.2 Withdrawal from the Company. The Company will have no obligation to purchase some or all of the Company's interest held by a Member. No Member may partially or completely withdraw from the Company.
- 8.3 Restrictions on Transfer and Encumbrance; Right of First Refusal. Except as otherwise specifically permitted by this Agreement, a Member may not, without the prior written consent of all Members, transfer, assign, sell, give, pledge, hypothecate or otherwise encumber his or her interest in the Company ("Interest"), and any attempt to do any of the above without prior written consent will be null and void and of no effect.

In the event of a proposed sale or other disposition for value to an outside party of all or any portion of his or her Interest by any Member (the "Seller"), whether voluntary or involuntary, advance written notice must be given by certified mail, return receipt requested, to the Company, specifying the name of the prospective purchaser or transferee, the extent of the interest proposed to be sold or otherwise disposed of ("Offered Interest"), and the price and all other terms and conditions of the proposed transaction.

For a period of 20 days after its receipt of this notice, the Company will have the first right and option to purchase the entire Offered Interest on the same terms as are set forth in the notice. The Company may purchase the Offered Interest utilizing any assets, lines of credit or other sources of funds that may be obtained for that purpose. After that, the Offered Interest purchased by the Company will be retired, and all further allocations and distributions of the Company to the Members will be in the proportion which the interest of each remaining Member bears to the interests of all remaining Members after retirement of the Offered Interest.

In the event the Company does not elect to purchase the Offered Interest, the Seller will have the right, for an additional period of 20 days (not exceeding a total of 40 days from the date of the Seller's notice to the Company), to sell or otherwise dispose of the Offered Interest to the proposed purchaser or transferee (the "Purchaser") on the same terms and conditions and for the same price as were set forth in the seller's notice to the Company. If this transaction with the Member is not consummated within the 40-day period set forth above, the Company's right to purchase the Offered Interest will once again be reinstated, and the Seller will not have the right to sell the Offered Interest to a Purchaser until the Seller has once again complied with all provisions of this Section 8.3.

If a sale or other disposition to an outside party takes place pursuant to this Section 8.3, the Members will be deemed to have approved of the Purchaser's admission into the Company.

- 8.4 Death of a Member; Waiver of Statutory Appraisal. On the death of a Member, an appraisal of the Company assets and any right of the deceased Member's estate to receive a cash amount equal to the value of the deceased Member's interest in the Company is waived.

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8.5 Cash Flow Distribution. Following the death of a Member, the estate of the deceased Member will be entitled to receive the deceased Member's proportionate share of the cash flow of the Company for that part of the Company's fiscal year that elapsed prior to the deceased Member's death.

8.6 Mandatory Purchase and Sale of Company Interest. The Company will purchase, and the deceased Member's estate will sell, the deceased Member's Interest for the price determined through Exhibit A, attached and made a part of this agreement, or as that document is amended by all of the Members.

## ARTICLE IX DISSOLUTION AND TERMINATION

9.1 Termination of the Company. The Company will be terminated and dissolved upon:

- (a) The vote of all persons holding any interest in the Company;
- (b) The expiration of the term of the Company; or
- (c) The death, retirement or resignation of a Member, if the remaining Members do not vote unanimously to continue the business of the Company.

On the termination of the Company, a full and general accounting will be taken of the Company's business, and the affairs of the Company will be wound up. Any net profits or net losses earned or incurred since the previous accounting will be allocated among the Members. The Members will wind up and liquidate the Company by selling the Company's assets and distributing the net proceeds from the assets, in cash or in kind, after the payment of all Company liabilities (including expenses and fees incurred in connection with the sale of assets and liquidation), to the Members in proportion to the positive balances in their capital accounts. Debts to Members will be considered as other debts, and will be paid before pro rata distributions to Members.

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- 9.2 Continuing Governance. In the event of a dissolution of the Company, the business affairs of the Company will continue to be governed by the terms of this Agreement during the winding up of the Company's business and affairs.

ARTICLE X  
AMENDMENTS AND OTHER PROVISIONS

- 10.1 Vote for Amendments. This Operating Agreement may be amended, or a new operating agreement may be adopted, by the affirmative vote of all Members.
- 10.2 No Third-Party Rights. This Operating Agreement does not give any third-party rights to any person as a third-party beneficiary.
- 10.3 Nature of Interest. A Member's interest will be considered personal property for all purposes.
- 10.4 Binding Agreement. This Operating Agreement will bind the Members, their heirs, successors and assigns.
- 10.5 Headings. The headings in this agreement are for convenience only, and will not be construed as substantive.
- 10.6 Word Meanings. Where the context requires, singular words will be read as plural, and gender based words will be deemed interchangeable.
- 10.7 Partition. The Members waive any right they may otherwise have to partition the assets of the Company.
- 10.8 Mediation and Arbitration. The Members will mediate any disputes that arise under this Agreement or in regard to Company affairs. If mediation does not lead

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to resolution of the dispute, the parties will submit it to arbitration. Mediation and/or arbitration will be conducted under the rules of the American Arbitration Association or a similar organization agreed upon by the parties.

IN WITNESS, the Members have executed this Agreement to be effective on the day and year first written above.

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MEMBERS:

  
VAN STEPHEN WARE

Date: AUGUST 10, 2006

  
ROBERT FRANCIS POWELL, JR.

Date: AUGUST 10, 2006

Initial  


  
\_\_\_\_\_  
JOHN B. GAULT

Date: AUGUST 10, 2006

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**EXHIBIT "A"**

Price for Deceased Member's Ownership Units

\$10,000.

payable as follows:

LUMP SUM

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