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## **Advanced Incorporating Service, Inc.**

1317 California Street P.O. Box 20396 Tallahassee, FL 32316 Phone: 850-222-CORP Fax: 850-575-2724 Email: orders@aisincfl.com Website: www.aisincfl.com

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## Articles of Organization of Fascia Healing Works, LLC

The undersigned certifies the formation of a limited liability Company (LLC/Company) under the laws of the State of Florida; to further provide for the rights, duties, privileges, and immunities of a limited liability company for profit; and to declare that the following Articles shall serve as the Charter and authority for the Company's business activities.

Article I: Name and Principal Place of Business: The Company name shall be of Fascia Healing Works, LLC, and its principal office shall be located at 4499 Twinview Lane in the City of Orlando, County of Orange, State of Florida 32814. The Company shall have the power and authority to establish branch offices at any other place or places as the Member(s) may designate.

Article II: <u>Purposes and Powers</u>: In addition to the powers authorized by the laws of the State of Florida for limited liability companies, the general nature of the business to be transacted and which the Company is authorized to transact hereafter shall also include but not be limited to the following:

- A. To engage in any activity or business authorized under the Florida Statutes;
- B. To carry on any and all incidental business; to have and exercise all the powers conferred by the laws of the State of Florida; and to do any and all things set forth in these Articles to the same as a natural person may do such things.
- C. To purchase, acquire, undertake, exercise, improve, or develop all or any of the business, good will, rights, assets, and liabilities of any person, firm, association, or corporation carrying on any gind of business of a similar nature to that which this Company is authorized to carry on pursuant to the provisions of these Articles; and to hold, utilize, and in any manner dispose of the rights and property so acquired.
- D. To enter into and make all necessary contracts for its business with any person, entity, partnership, association, or corporation, domestic or foreign; or of any domestic or foreign state, government, or governmental authority; or of any political or administrative subdivision, agency, or department; and to perform, assign, cancel, or rescind any such contracts hereafter.
- E. To exercise all or any of the limited liability Company powers and purposes enumerated in these Articles and otherwise granted or permitted by law, while acting as agent, nominee, or attorney-in-fact

for any persons or corporations; to perform any service under contract or otherwise for any corporation, joint stock Company, association, partnership, firm, syndicate, individual, or other entity; to arrange, develop, improve, stabilize, strengthen, or extend the property and commercial interest of the property; to aid, assist, or participate in any lawful enterprise in connection with or incidental to the agency, representation, or service; and to render any other service or assistance it may lawfully do under the laws of the State of Florida that provide for the formation, rights, privileges, and immunities of limited liability companies for profit.

- F. To do everything necessary, proper, advisable, or convenient for the accomplishment of any of the purposes, or the attainment of any of the objects, or the furtherance of any of the powers set forth in these Articles, either alone or in association with others incidental or pertaining to, generated from, or connected with its business or powers, provided that these things are not inconsistent with the laws of the State of Florida.
- G. To exercise any and all such other powers as may be necessary for the Company to conduct its daily and continuing business activities, and to do all such things as are necessary and incidental to the attainment of these referenced purposes and as they may change or evolve or be added from time-to-time hereafter, and to allow the Company to exercise all of the powers conferred upon such entities by the laws of the State of Florida.
- H. The several clauses contained in this statement of the general nature of the business to be transacted by the Company shall be construed as both Company purposes and powers; and the statements contained in each clause shall, except as otherwise expressed, not limit or restrict the terms of any other clause; and they shall be regarded as independent purposes and powers.
- I. Nothing contained in these Articles shall be deemed or construed to authorize, permit, or purport to authorize or permit the Company to conduct any business, exercise any power, or do any act that a limited liability Company may not lawfully exercise under Florida laws.

Article III: Exercise of Powers: All Company powers, business and affairs shall be exercised by or under the authority of the Company Members.

Article IV: Management: This Company shall be managed by one (1) Manager. The name and address of the person who shall serve until the First Annual Meeting of Members and/or until a successor is nominated and confirmed is as follows: Jeanette Zyderveld, 4499

Twinview Lane in the City of Orlando, County of Orange, State of Florida 32814. Management of this Company may also be reserved to and conducted by its Member, whose name and address are as follows: Jeanette Zyderveld, 4499 Twinview Lane in the City of Orlando, County of Orange, State of Florida 32814. In these several regards, Jeanette Zyderveld shall be designated as and is in fact the Company's Member/Manager, and her Membership/ownership interest in the Company is one hundred percent (100%).

- Article V: Membership Restrictions: A. Members shall have the right to admit new Members by unanimous consent. Contributions required of new Members shall be determined as of the date of their admission to the Company, or as otherwise provided in the Company's Operations and Management Agreement.
- B. A Member's interest in the Company may not be sold or otherwise transferred except with the unanimous written consent of all Members.
- C. Upon a Member's death, retirement, resignation, expulsion, bankruptcy, or dissolution; or the occurrence of any other event that terminates the continued Membership of a Company Member; the remaining Members shall have the right to continue the Company business following their majority consent. A Member's resignation from the LLC will become effective either on the date of tendering or date certain as noted therewithin, whichever is the earlier in time.
- Article VI: <u>Capital Contributions</u>: All capital contributions shall be paid to the Company by the Member(s); and any additional contributions will be made by the Member(s) as required for investment purposes as determined by Member consent, and as needed hereafter.
- Article VII: <u>Profits and Losses</u>: A. Profit Distributions. The Member(s) shall be entitled to a distribution of the net profits arising from the Company's operations and business activities that remain after the payment of the expenses of conducting the Company's business. Each Member shall be entitled to a distributive share of the profits as determined and paid to the Member(s) upon the advice of the Company's tax and financial advisor, and at a date and time to be designated therefore.
- B. Losses. All losses that occur in the Company's business operations shall be paid from the Company's capital, and the profits of the business; or, if these sources are insufficient to cover such losses, by the Member(s).



Article VIII: Duration: A. This Company shall exist until dissolved in a manner provided by law, or as provided and/or adopted by the Member(s).

Article IX: Initial Registered Office and Registered Agent: The address of the Company's initial registered office is 4499 Twinview Lane in the City of Orlando, County of Orange, State of Florida 32814; and the Company's initial registered agent at that address is Jeanette Zyderveld.

The undersigned, being the Company's original Member, certifies instrument constitutes the proposed Articles Organization of Fascia Healing Works, LLC.

Executed at Orlando, Florida, on  $4^{th}$  March 2013.

I am familiar with and accept designation as registered agent, and agree to act in this capacity, and to perform all obligations of this position.

Fascia Healing Works, LLC

Jeanneth Lydewld

By: Jeanette Zyderveld, Reg. Agent By: Jeanette Zyderveld, Member

Jeanneth Zydemld

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