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J. SAULSBERRY  
EXAMINER

SEP 13 2013

(850) 245-6051.

## COVER LETTER

**TO: Registration Section  
Division of Corporations**

**SUBJECT: Steam-Pro of Tallahassee, 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:

**Shanna C. Cloud**

Name of Person

**Steam-Pro of Tallahassee, LLC**

Firm/Company

**8225 Bridge Water Trail**

Address

**Tallahassee, FL 32312**

City/State and Zip Code

**chrissycloud@hotmail.com**

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

**Shanna Cloud**

Name of Person

at **(850) 510-9115**

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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FBI - TALLAHASSEE

**ARTICLES OF ORGANIZATION OF  
Steam-Pro of Tallahassee, LLC**

The undersigned adopts the following Articles of Organization for the purpose of becoming a limited liability company under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit. I further declare that the following articles shall serve as the Charter and authority for the conduct of business of the limited liability company.

**ARTICLE I  
NAME AND PRINCIPAL PLACE OF BUSINESS**

The name of the limited liability company shall be Steam-Pro of Tallahassee, LLC Its principal office and mailing address shall be located at 8225 Bridge Water Trail, Tallahassee, Florida 32312.

**ARTICLE II  
PURPOSES AND POWERS**

In addition to the powers authorized by the laws of the State of Florida for limited liability companies, the general nature of the business or businesses to be transacted, and which the limited liability company is authorized to transact, shall be as follows:

1. To engage in any activity or business authorized under the Florida Statutes.
2. In general, 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 extent as a natural person might or could do.

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CLERK OF STATE  
TALLAHASSEE, FLORIDA

3. To purchase or otherwise acquire, undertake, carry on, 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 kind of business of a similar nature to that which this limited liability 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.

4. To enter into and make all necessary contracts for its business with any person, entity, partnership, association, corporation, domestic or foreign, or of any domestic or foreign state, government, or governmental authority, or of any political or administrative subdivision, or department, and to perform and carry out, assign, cancel, or rescind any of such contracts.

5. To exercise all or any of the limited liability company powers, and to carry out all or any of the 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, and perform any service under contract or otherwise for any corporation, joint stock company, association, partnership, firm, syndicate, individual, or other entity, and in this capacity or under this arrangement develop, improve, stabilize, strengthen, or extend the property and commercial interest of the property and 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, providing for the formation, rights, privileges, and immunities of limited liability companies for profit.

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STATE OF FLORIDA

6. 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, or going out of, or connected with its business or powers, provided the same shall not be inconsistent with the laws of the State of Florida.

The several clauses contained in this statement of the general nature of the business or businesses to be transacted shall be construed as both purposes and powers of this limited liability company, and statements contained in each clause shall, except as otherwise expressed, be in no way limited to restricted by reference to or inference from the terms of any other clause. They shall be regarded as independent purposes and powers.

Nothing contained in these Articles shall be deemed or construed as authorizing or permitting, or permit the limited liability company to carry on any business, exercise any power, or do any act which a limited liability company may not, under Florida laws, lawfully carry on, exercise, or do.

### **ARTICLE III** **EXERCISE OF POWERS**

All limited liability company powers shall be exercised by or under the authority of, and the business and affairs of this limited liability company shall be managed under the direction of, the members of this limited liability company. This Article may be amended from time to time in the regulations of the limited liability company by a unanimous vote of the members of the limited liability company.

**ARTICLE IV**  
**MANAGEMENT**

This limited liability company shall be managed by one manager. Management of this limited liability company is reserved to its member[s]; their names and addresses are as follows: Shanna C. Cloud, 8225 Bridge Water Trail, Tallahassee, Florida 32312.

**ARTICLE V**  
**MEMBERSHIP RESTRICTIONS**

The Members shall have the right to admit new members by unanimous consent. Contributions required of new members shall be determined as of the time of admission to the limited liability company.

A member's interest in the limited liability company may not be sold or otherwise transferred except with unanimous written consent of all members.

On the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member, or the occurrence of any other event that terminates the continued membership of a member in the limited liability company, that member's interest in the company shall transfer to his or her spouse. Upon majority consent, the members at that time shall have the right to continue the business.

**ARTICLE VI**  
**CAPITAL CONTRIBUTION**

A capital contribution in the amount of \$100.00 shall be paid to the limited liability company by the members. Additional contributions will be made as required for investment purposes, as determined by unanimous consent of the members.

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TALLAHASSEE, FLORIDA

**ARTICLE VII**  
**PROFITS AND LOSSES**

(a) Profit Sharing. The members shall be entitled to the net profits arising from the operation of the limited liability company business that remain after payment of the expenses of conducting the business of the limited liability company. The members shall be entitled to a 100% share of the profits. The distributive share of the profits shall be determined and may be paid to the members on the anniversary date of the commencement of business of the limited liability company, based upon the circumstances, condition, and status of the limited liability company as determined by the Operating Agreement.

**ARTICLE VIII**  
**DURATION**

This limited liability company shall exist until dissolved in a manner provided by law, or as provided in regulations adopted by the members.

**ARTICLE IX**  
**INITIAL REGISTERED OFFICE AND REGISTERED AGENT**

The address of the initial registered office of the limited liability company is 8225 Bridge Water Trail, Tallahassee, Florida 32312. The name of the company's initial registered agent is Albert T. Gimbel, whose address is 2618 Centennial Place, Tallahassee, Florida 32308.

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TALLAHASSEE, FLORIDA

The undersigned, being a member of the limited liability company, certify that this instrument constitutes the proposed Articles of Organization of Steam-Pro of Tallahassee, LLC

Executed by the undersigned in Tallahassee, Florida on September 13, 2013.

Steam-Pro of Tallahassee, LLC

By: Shanna C. Cloud  
Shanna C. Cloud  
Managing Member

STATE OF FLORIDA  
COUNTY OF LEON

BEFORE ME, the undersigned authority, personally appeared Shanna C. Cloud, who is known to me to be the person who executed the foregoing Articles of Organization, and acknowledge before me that she made and subscribed the same for the purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 13<sup>th</sup> day of September, 2013, at Tallahassee, Leon County, Florida.



Cynthia Lowell  
NOTARY PUBLIC:

#### CERTIFICATE OF REGISTERED AGENT

Steam-Pro of Tallahassee, LLC, located at 8225 Bridge Water Trail, Tallahassee, Florida 32312, names Albert T. Gimbel as its Registered Agent in Florida to accept service of process within Florida. The address of the Registered Agent is 2618 Centennial Place, Tallahassee, Florida 32308. By signing below, the above-named registered agent accepts the appointment as Registered Agent and agrees to act in this capacity.

DATED this 13 day of September, 2013.

Albert T. Gimbel  
Albert T. Gimbel

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TALLAHASSEE  
FLORIDA



**OPERATING AGREEMENT  
OF  
STEAM-PRO OF TALLAHASSEE, LLC**

THIS OPERATING AGREEMENT ("Agreement") is made this 13th day of September, 2013 by and between the members of STEAM-PRO OF TALLAHASSEE, LLC, a Florida limited liability company; (referred to as "Members") to form a limited liability company pursuant to the Florida Limited Liability Company Act ("Act") and set forth the Members' respective rights, duties, and responsibilities with regard to such limited liability company. For and in consideration of the mutual promises, obligations, and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Members, the Members intending to be and being legally bound do hereby agree as follows:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "FEDERAL ACT"), THE FLORIDA SECURITIES ACT, AS AMENDED (THE "FLORIDA ACT"), OR THE SECURITIES LAWS OF ANY STATE, AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE FEDERAL ACT AND VARIOUS APPLICABLE STATE LAWS. IN ADDITION, THE TRANSFER OF THE SECURITIES IS SUBJECT TO THE RESTRICTIONS ON TRANSFER AND OTHER TERMS AND CONDITIONS SET FORTH IN THE OPERATING AGREEMENT. THESE SECURITIES MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD, ASSIGNED, OR TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE OPERATING AGREEMENT. FURTHER, THESE SECURITIES MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD, ASSIGNED, OR TRANSFERRED UNLESS SUCH TRANSFER IS UNDER CIRCUMSTANCES WHICH, IN THE OPINION OF LEGAL COUNSEL ACCEPTABLE TO THE COMPANY, DO NOT REQUIRE THAT THE SECURITIES BE REGISTERED UNDER THE FEDERAL ACT OR ANY APPLICABLE STATE SECURITIES LAWS, OR SUCH TRANSFER IS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE FEDERAL ACT OR ANY APPLICABLE STATE SECURITIES LAWS.

**ARTICLE I  
Introduction**

**Section 1.1 Name of Company.** The name of the Limited Liability Company shall be STEAM-PRO OF TALLAHASSEE, LLC ("Company").

**Section 1.2 Purpose of Company.** The Company is formed to transact any and all lawful business for which limited liability companies may be organized under the Florida Limited Liability Company Act.

**Section 1.3 Principal Office, Registered Office, Registered Agent.** The principal place of business of the Company shall be 8225 Bridge Water Trail, Tallahassee, Florida 32312. The Company shall have such additional offices as the Members may designate from time to time. The Company's registered agent is Albert T. Gimbel, whose address is 2618 Centennial Place, Tallahassee, Florida 32308. The registered agent and the registered office may be changed from time to time by designation of the Members, pursuant to the affirmative vote of the majority of the Membership votes.

**Section 1.4 Term.** The term of the Company shall continue until the first to occur of the following:

a) A determination by the Members, pursuant to the affirmative vote of a majority of the voting interest, that the Company shall be dissolved; and

b) Upon the happening of an event of dissociation (except as provided in Section 1.5 regarding retiring Members), unless the remaining Members, pursuant to the affirmative vote of a majority of the remaining voting interest, within 90 days after such event, elect to continue the business of the Company.

**Section 1.5 Retirement.** Any Member may retire from the Company at the expiration of any fiscal year upon giving the other Members ten (10) days notice of the intent to retire.

## **ARTICLE II**

### **Members, Membership Interests**

**Section 2.1 Names and Addresses.** The names and addresses of the Members are as follows:

Shanna C. Cloud  
8225 Bridge Water Trail  
Tallahassee, Florida 32312

**Section 2.2 Percentage Interest and Capital.**

a) **Percentage Interest.** The initial Percentage Interest, and corresponding Membership Votes, of each Member is as follows:

NAME	PERCENTAGE INTEREST	MEMBERSHIP VOTES
Shanna C. Cloud	100	100

b) **Additional Capital.** The Members shall determine, pursuant to the affirmative vote of a majority of the Membership Votes, whether the Company requires additional capital in order to carry on its business. If the Members determine that additional capital is required, such subsequent contributions shall be in an amount, and may be cash or any type of property, including promissory notes, or any services performed or to be performed, as may be agreed upon by the Members. Such additional capital shall be contributed by the Members pro-rata and in proportion to their respective Percentage Interests. In the event a Member defaults in such contribution, that Member's Percentage Interest will be diluted to reflect the resulting disparity of total contributions.

c) **No Third Party Beneficiaries.** The obligation of the Members to contribute capital is solely for the benefit of the other Members and the Company, no third party shall have the right to enforce such obligations.

d) **Capital Accounts.** Separate capital accounts shall be maintained for each Member. Such capital accounts shall be maintained in accordance with applicable Internal Revenue Service Regulations.

e) **Interest on and Return of Capital Contributions.** No Member shall be entitled to interest on, or to a return of, its capital contributions, except as herein provided.

**Section 2.3. Member Loans or Services.** Loans or services by any Member to the Company shall be considered contributions to the capital of the Company unless otherwise agreed by a majority of the Members.

**Section 2.4. Transferability of Interests.** Members shall be permitted to transfer or assign all or any portion of the Members' interest in the Company, upon notice to the Company. Members shall not pledge or otherwise encumber any interest in the Company. Any permitted transferee of a membership interest in the Company must accept and agree to be bound by all the terms and provisions of this Agreement and all existing amendments thereof.

**Section 2.5. Admission of Additional Member(s).** The Members may admit to the Company additional Member(s) who will participate in the profits, losses, available cash flow, and ownership of the capital of the Company only upon the prior approval of the Members, pursuant to the affirmative vote of the majority of the Membership Votes.

**Section 2.6. Allocations of Profits and Losses.** All allocations of profits and losses for tax purposes shall be made to the Member in accordance with their Percentage Interests.

**Section 2.7. Distributions to Members.** All distributions of cash or other property shall be made to the Members in accordance with their Percentage Interests. Distributions shall be made only when approved by the managing member, at that member's sole discretion. No Member has the right to demand or receive a distribution in any form other than cash. No distribution shall be made if prohibited by the solvency tests of any provision of a statute of the State of Florida.

**Section 2.8. Competing Activities.** Unless waived by the Members, by the affirmative vote of the majority of the Membership Votes, any transaction which is deemed to be in conflict of interest with the Company shall be forbidden.

### **ARTICLE III Management and Control of Business**

**Section 3.1. Management.** The business and affairs of the Company shall be managed by its Manager. The Manager of the Company shall be Shanna C. Cloud. Except as set forth herein, the manager(s) shall have the power and authority to take action for and on behalf of the Company, and in its name, to carry out the purposes for which the Company was organized. At any time when there is more than one Manager, any one Manager may take any action permitted to be taken by the managers, unless the approval of more than one Manager is expressly required by this Agreement.

**Section 3.2. Number, Tenure, and Authority of managers.** The Company shall have one Manager. The number of Managers may be changed from time to time by the affirmative vote of a majority of the Membership Votes, but in no event shall there be less than one Manager. Each Manager shall hold office until such time as he resigns or is replaced by the affirmative vote of a majority of Membership Votes. Without limiting the generality of this Section, the Manager(s) shall have the following specific powers and authority on behalf of the Company, to wit:

- a) In connection with the ordinary course of the Company's business, to negotiate, execute, and deliver contracts, negotiable instruments, payments, agreements, etc.;
- b) Pursuant to any authority approved under Section 3.3, hereinafter, to negotiate, execute, and deliver contracts, negotiable instruments, agreements, deeds, security deeds, security agreements, leases, and to take any other and further action as may be reasonably necessary thereto;
- c) any other power necessary to operate the Company.

**Section 3.3. Limitations on Authority.** No Manager shall have the authority to undertake any of the following actions unless such Manager has first obtained the consent of the Members pursuant to the affirmative vote of the majority of the Membership Votes, to wit:

- a) To sell, transfer, pledge, mortgage or in any manner encumber assets of the Company, except in the ordinary course of the Company's business; and,
- b) To borrow or incur debt to a single creditor on behalf of the Company in excess of FIFTY THOUSAND and no/100 (\$50,000.00) Dollars.

**Section 3.4. Indemnification of Managers.** To the fullest extent permitted under Florida law, the Company shall indemnify the Manager(s) for actions taken on behalf of the Company.

**Section 3.5. Resignation.** Any Manager of the Company may resign at any time by giving notice to the Members of the Company. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in the notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the rights as Members and shall not constitute a withdrawal of the Member.

**Section 3.6. Removal.** Managers may only be removed for cause pursuant to the affirmative vote of a majority of the Membership Votes.

**Section 3.7. Vacancies.** Any vacancy occurring for any reason in the number of Managers of the Company may be filled by the affirmative vote of a majority of the Membership Votes.

**Section 3.8. Salaries.** The Manager shall be entitled to receive a salary, fee, draw or other compensation for services rendered on behalf of the Company in capacity as a Manager.

#### **ARTICLE IV Members**

**Section 4.1. Membership Votes.** Any matter or issue which requires the Membership approval shall be determined by majority vote of the Membership Interest. Each Member, entitled to vote, shall have the number of votes equal to the Member's Percentage Interest times one hundred ( $50\% \times 100 = 50$  votes).

**Section 4.2. Compensation to Members.** Each Member shall be permitted to draw from the funds of the Company that amount which is agreed upon by an affirmative vote of the majority of the Membership Votes. Such funds so drawn, shall be charged to the member at the annual accounting, and charged against the member's share of the profits. If the Member's share of the profits does not equal the sum so drawn, the Member shall at once become obligated to pay the deficiency to the Company. Except as provided above, no Member shall be entitled to receive any salary for services rendered on behalf of the Company in his capacity as a Member unless otherwise agreed by the affirmative vote of a majority of the Membership Votes.

**Section 4.3. Liability; Indemnification.** Each Member shall be relieved of any liability to any other Member or to the Company by virtue of any action taken by such Member in good faith but shall have liability for acts of bad faith, gross negligence, willful misconduct. The Company hereby covenants and agrees to indemnify each Member for damages incurred by him or it in connection with the carrying out of its duties hereunder; provided, such Member shall not have acted in bad faith, have been grossly negligent, committed an act of willful misconduct; provided, further, that any indemnity hereunder shall be provided out of and only to the extent of Company assets (excluding any obligation of the Member to contribute additional capital) and undistributed income therefrom, and the Member shall not have any personal liability on account thereof.

**Section 4.4. Meetings and Notices.** All Meetings, Notice of Meetings, Waiver of Notice, and Actions Without Meetings shall be in compliance with the specific provisions outlined in Article III of the Act.

## **ARTICLE V**

### **Accounting and Records**

**Section 5.1. Banking.** All funds of the Company are to be deposited in a Company bank account in such financial institution as shall be approved by the Members, pursuant to the affirmative vote of a majority of the Membership Votes.

**Section 5.2. Books and Records.** The Company shall keep (i) a current list of the names and addresses of each Member; (ii) a copy of the Article of Organization and all amendments thereto; (iii) a copy of this Agreement and all amendments thereto; (iv) copies of the Company's financial statements, if any, for the three most recent years. Each Member may, upon reasonable request, inspect and copy any of the Company records during ordinary business hours at such Member's expense.

## **ARTICLE VI**

### **Dissolution and Termination**

**Section 6.1. Dissolution and Termination.** Upon the occurrence of any of the terminating events set forth in Article I, Section 1.4, hereof, the Company shall be dissolved, and the Members shall wind-up the Company affairs and distribute remaining assets as provided in the appropriate provision of the Florida statutes unless the remaining Members elect by a majority vote of the remaining Membership Votes to continue the Company.

## **ARTICLE VII**

### **Miscellaneous**

**Section 7.1. Modifications.** No change or modification of this Agreement shall be valid or binding upon the Members, nor shall any waiver of any term or condition in the future, unless such change or modification or waiver shall be in writing and approved by the Members, pursuant to the affirmative vote of the majority of the Membership Votes.

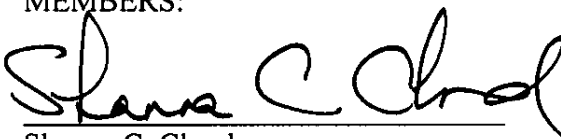
**Section 7.2. Binding Effect.** This Agreement shall inure to the benefit of, and shall be binding upon the Members, their legal representative, transferees, heirs, successors, and assigns.

**Section 7.3. Construction.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida. The titles of the Sections herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions hereof.

**Section 7.4. Pronouns.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.

**Section 7.5. Entire Agreement.** This instrument contains all of the understanding and agreements of whatever kind and nature existing between the parties hereto with respect to this Agreement and the rights, interests, understandings, agreements

MEMBERS:

  
Shanna C. Cloud

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