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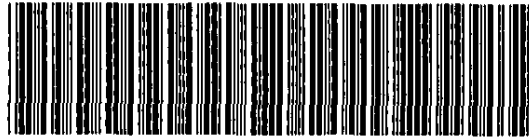
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EXAMINER
OCT 30 2013

**LIMITED LIABILITY COMPANY AGREEMENT
OF
MERCY DRIVE DINER, LLC**

This **LIMITED LIABILITY COMPANY AGREEMENT** (this "Agreement") of MERCY DRIVE DINER, LLC is executed as of the 7 day of October, 2013, by William Andrews of Orlando, Florida President of the member (hereinafter referred to as the "Member").

The Member in order to form a limited liability company pursuant to and in accordance with the Florida Limited Liability Company Act, as amended from time to time (the "Act"), hereby provides as follows:

1. Name. The name of the limited liability company formed hereby shall be Mercy Drive Diner, LLC (the "Company").
2. Purpose. The Company's business and purpose shall consist of any and all lawful business activities that may be conducted by a limited liability company under the laws of the State of Florida and are approved by the Board of Managers (as hereinafter defined).
3. Registered Office. The address of the registered office of the Company in the State of Florida shall be 1531 Mercy Drive Orlando, Fl 32808 until such time as the registered office is changed in accordance with the Act.
4. Statutory Agent. The name and address of the statutory agent of the Company for service of process on the Company in the State of Florida shall be William Andrews until such time as the statutory agent is changed in accordance with the Act.
5. Principal Office. The principal office of the Company (at which the books and records of the Company shall be maintained) shall be at 1531 Mercy Drive Orlando, Fl 32808.
6. Member. The name and business address of the initial and only Member is as follows:

HEART OF MERCY COMMUNITY CHURCH OF THE NAZARENE, INC.

7. Powers. The Company shall have the power and authority to do any and all acts necessary or convenient to or in furtherance of the purposes described in paragraph (2) hereof, including all power and authority, statutory or otherwise, possessed by, or which may be conferred upon, limited liability companies under the laws of the State of Florida.
8. Management.
 - (a) Board of Managers. Subject to the provisions of the Act and any limitations in this Agreement as to action required to be authorized or approved by the Member, the business and affairs of the Company shall be managed and all its powers shall be exercised by or under the direction of a Board of Managers. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Board of Managers shall have the following powers:
 - (1) To conduct, manage and control the business and affairs of the Company and to make such rules and regulations therefor not inconsistent with law or this Agreement, as the Board of Managers shall deem to be in the best interest of the Company;

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- (2) To borrow money and incur indebtedness for the purposes of the Company and to cause to be executed and delivered therefor, in the Company's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debts and securities therefor;
 - (3) To designate an executive and/or other committees, each consisting of two or more Managers, to serve at the pleasure of the Board of Managers, and to prescribe the manner in which proceedings of such committees shall be conducted; and
 - (4) To acquire real and personal property, arrange financing, enter into contracts and complete all other arrangements needed to effectuate the business of the Company.
- (b) Number, Classes and Qualifications of Managers. The Managers shall constitute the Board of Managers and shall be no less than three (3). The Member shall designate all Managers; and each Manager designated shall hold office until his or her successor is designated or until his or her earlier resignation or removal. The Member shall designate as Managers some, or all, of the Members of the Board of Heart Of Mercy Community Church Of The Nazarene, Inc. and no others, so long as Heart Of Mercy Community Church Of The Nazarene, Inc. continues to act as a 501c3 tax exempt ministry supporting the mission and ministry of Heart of Mercy Community Church of the Nazarene as such exists on the date of formation of the Company.
- (c) Removal of Managers. Unless otherwise restricted by law, no Manager may be removed unless the Manager is also no longer a member of the Board of Heart Of Mercy Community Church Of The Nazarene, Inc.
- (d) Vacancies; Resignations.
- (1) A vacancy shall be deemed to exist in case of the death, resignation or removal, declaration of bankruptcy under the laws of any jurisdiction, mental incompetence adjudged by a court of competent jurisdiction in any state or country (including, without limitation, any territory, dependency or possession of the United States of America), or conviction by any court in any state or country (including, without limitation, any territory, dependency or possession of the United States of America) of any felony or any misdemeanor involving moral turpitude of any Manager; or if the authorized number of Managers be increased beyond the number of Managers then holding that position.
 - (2) Any Manager may resign effective upon giving thirty (30) days written notice to the Company, unless the notice specifies a later time for the effectiveness of such resignation.
 - (3) The Member shall appoint or elect a successor thereto, to take office effective upon the departure of the vacating Manager or at such later time as shall be designated by the Member, but only if there is a Member of the Board of Heart of the Mercy Community Church of the Nazarene., who is not then a Manager of the Company and is otherwise eligible to be a Manager.
 - (4) Vacancies and newly created Manager positions resulting from any increase in the authorized number of Managers beyond that number then holding that position, may be filled by designation of the Member and the Managers so chosen shall hold office until their successor is designated or until earlier resignation or removal, subject to

the requirement for a Manager to be a member of the Board of the Heart of Mercy Community Church of the Nazarene.

- (e) Initial Managers. The initial Board of Managers to hold office from and after the date of this Agreement until their removal pursuant to this Agreement or until successors or additional managers are appointed and qualified pursuant to this Agreement, are as follows:

William Andrews, Manager
Rosie Andrews, Manager

- (f) Compensation of Managers. The Board of Managers shall have the authority to fix the compensation of Managers. The Managers may be paid their expenses, if any, of attendance at each meeting of the Board of Managers so long as the Managers agree to such reimbursement. The Managers shall have the authority to fix the compensation of any person who is providing services to the Company.

- (g) Meetings of Managers.

- (1) Introduction. Meetings of the Board of Managers for any purpose or purposes may be called at any time by any Manager. Notice of the time and place of meetings shall be delivered personally or by telephone to each Manager, or sent by first-class mail, courier service, or by facsimile transmission, charges prepaid, addressed to such Manager at his or her address as it appears upon the records of the Company or, if it is not so shown on the records and is not readily ascertainable, at his or her last known address. In case such notice is mailed, it shall be deposited in the mail at least seven days prior to the time of the holding of the meeting. In case such notice is delivered personally or by telephone as above provided, it shall be so delivered at least forty-eight (48) hours prior to the time of the holding of the meeting. Any notice given personally or by telephone may be communicated to either the Managers or to a person at the office of the Managers whom the person giving the notice has reason to believe will promptly communicate it to the Managers. Such deposit in the mail, delivery to a courier service, transmission by electronic means or delivery, personally or by telephone, as above provided, shall be due, legal and personal notice to such Managers. The notice need not specify the purpose of the meeting.
- (2) Time and Place of Meetings. Meetings of the Board of Managers shall be held at such date and time and location as shall be designated by the Managers and stated in notice of the meeting, or as shall be specified in a written waiver signed by all of the Managers.
- (3) Quorum. At all meetings of the Managers, a majority of the Managers shall constitute a quorum for the transaction of business. If a quorum is present, the act of a majority of the Managers present at any meeting shall be the act of the Company, except as may be otherwise specifically provided by statute, by the Certificate of Formation, or this Agreement. If a quorum shall not be present at any meeting of the Managers, the Managers present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.
- (4) Unanimous Written Consent in Lieu of Meeting. Unless, otherwise restricted by statute, the Certificate of Formation, or this Agreement, any action required or

permitted to be taken at any meeting of the Managers may be taken without a meeting, if all of the Managers consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Managers.

- (5) Teleconferencing in Lieu of Physical Presence. Unless otherwise restricted by statute, the Certificate of Formation, or this Agreement, the Managers may participate in a meeting of the Managers, by means of conference telephone or similar communications equipment by means of which all persons participating can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.
- (6) Voting and Alternates. Each Manager shall have one (1) vote. Each Manager may appoint an alternate to attend and vote at meetings, or at any particular meeting, if the Manager is unable to attend. The presence of an alternate at any meeting shall be deemed to be presence of the Manager at such meeting for all purposes, and the vote of such alternate shall be deemed to be the vote of the relevant Manager. No Manager may retract the vote of any duly appointed alternate on behalf of such Manager, or other Manager voting on his or her behalf, after the close of the meeting at which such vote is made. In the event that the Manager who appointed an alternate attends a meeting, the appointment of such alternate shall be ineffective for such meeting, and the alternate shall have no right to be present or to participate in that meeting.
- (7) Act of the Board. Every act or decision done or made by a vote required hereunder shall be regarded as the act of the Board of Managers.

9. Officers.

(a) Appointment and Tenure

The Managers may, from time to time, designate officers of the Company to carry out the day-to-day business of the Company. The officers of the Company shall be comprised of one or more individuals designated from time to time by the Managers. Each officer shall hold his offices for such terms and shall have such authority and exercise such powers and perform such duties as shall be determined from time to time by the Managers. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Managers. The officers of the Company may consist of a president/chief executive officer, a secretary and a treasurer. The Managers may also designate one or more vice presidents, assistant secretaries, and assistant treasurers. The Managers may designate such other officers and assistant officers and agents, as the Managers shall deem necessary. Any and all officer positions may be held by the same person.

- (b) Salaries. The salaries of all officers and agents of the Company shall be fixed by the Board of Managers.
- (c) Removal. Any officer may be removed as such at any time by the Managers, either with or without cause, in the discretion of the Managers.
- (d) President/Chief Executive Officer. The president/chief executive officer, if one is designated, shall be the chief executive officer of the Company, shall have general and active management of the day-to-day business and affairs of the Company as authorized from time

to time by the Managers and shall be authorized and directed to implement all orders, resolutions and business plans adopted by the Managers.

- (e) Chief Operating Officer/Executive Vice President. The chief operating officer/executive vice president shall be responsible for managing the daily operations of the Company under the direction of the president/chief executive officer. The chief operating officer/executive vice president shall, in the absence or disability of the president/chief executive officer, perform the duties and have the authority and exercise the powers of the president/chief executive officer.
 - (f) Vice Presidents. The vice presidents, if any are designated, in the order of their seniority, unless otherwise determined by the Managers, shall, in the absence or disability of the president/chief executive officer and the chief operating officer/executive vice president, perform the duties and have the authority and exercise the powers of the president/chief executive officer. They shall perform such other duties and have such other authority and powers as the Managers may from time to time prescribe.
 - (g) Secretary; Assistant Secretaries. The secretary, if one is designated, shall perform such duties and have such powers as the Managers may from time to time prescribe. The assistant secretaries, if any are designated, in the order of their seniority, unless otherwise determined by the Managers, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the Secretary. They shall perform such other duties and have such other powers as the Managers may from time to time prescribe.
 - (h) Treasurer; Assistant Treasurers. The treasurer, if one is designated, shall have custody of the Company's funds and securities and shall keep full and accurate accounts and records of receipts, disbursements and other transactions in books belonging to the Company, and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated from time to time by the Managers. The treasurer shall disburse the funds of the Company as may be ordered by the Managers, taking proper vouchers for such disbursements, and shall render the president/chief executive officer and the Managers, when so directed, an account of all his transactions as treasurer and of the financial condition of the Company. The treasurer shall perform such other duties and have such other powers as the Managers may from time to time prescribe. If required by the Managers, the treasurer shall give the Company a bond of such type, character and amount as the Managers may require. The assistant treasurers, if any are designated, in the order of their seniority, unless otherwise determined by the Managers, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer. They shall perform such other duties and have such other powers as the Managers may from time to time prescribe.
 - (i) Initial Officers. The initial officers shall be William Andrews who shall be the president/chief executive officer and Rosie Andrews who shall hold the office of chief operating officer/executive vice president and Secretary until a Secretary is appointed.
10. Reliance by Third Parties. Any person or entity dealing with the Company may rely upon certificate signed by any Secretary of the Company as to:

- (1) the persons who or entities which are authorized to execute and deliver any instrument or document of or on behalf of the Company, and

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(2) the persons who or entities which are authorized to take any action or refrain from taking any action as to any matter whatsoever involving the Company.

11. Term. The Company shall have perpetual existence unless it shall be dissolved and its affairs shall have been wound up upon (a) the written consent of the Member, (b) the resignation, bankruptcy or dissolution of all the Member or (c) the entry of a decree of judicial dissolution under the Act.
12. Capital Contributions. The initial capital contribution made by the initial members shall be \$100 each.
13. Additional Contributions. The Member may make, but shall not be required to make, any additional capital contributions to the Company.
14. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member in such amounts as determined by the Board of Managers and need not be allocated pro-rata based on ownership, but shall be distributed solely in the discretion of the Board of Managers.
15. Distributions. The Company shall make cash distributions to the Member at such times and in such amounts as determined by the Board of Managers. The Company shall make cash distributions to the Member in an amount equal to their tax liability for profits of the Company that have not otherwise been distributed to the Member, sufficient to defray any tax liability of an individual Member.
16. Assignments. Any Member may assign his or her limited liability company interest to any person, which person shall become a Member upon the filing of the instrument of assignment with the records of the Company. Any substituted Member shall be subject to approval by the all the other Member, and if not approved by all the other Member as an full Member, shall be a passive Member, having ownership in the assigned Member interest, but no control over, or vote in, the actions of the Company.
17. Amendments. This Agreement may be amended or restated from time to time by a majority of the Member.
18. Governing Law. This Agreement shall be governed by, and construed under, the Laws of the State of Florida, all rights and remedies being governed by said laws.
19. Checks. All checks or demands for money and notes of the Company shall be signed by such officer or officers or such other person or persons as the Board of Managers may from time to time designate and empower.
20. Fiscal year. The fiscal year of the Company shall commence on January 1st and end on December 31st of each year.
21. Indemnification. The Member shall indemnify the officers and Managers to the fullest extent permitted by the Florida Limited Liability Company Act for actions taken by the officers and Managers approved in advance by the Member.
22. Amendments. This Agreement may be altered, amended or repealed or a new Agreement may be adopted by the Member or by the Board of Managers, when such power is conferred upon the Board of Managers by the Certificate of Formation, at any regular meeting of the Board of Managers or at any meeting of the Board of Managers if notice of such alteration, amendment, repeal or adoption of new Agreement be contained in the notice of such special meeting. If the power to adopt, amend, or

repeal this Agreement is conferred upon the Board of Managers by the Certificate of Formation it shall not divest or limit the power of the stockholders to adopt, amend or repeal bylaws to the extent required by law.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Limited Liability Company Agreement as of the date and year first aforesaid.

WILLIAM ANDREWS

By:

William Andrews

William Andrews

Title: Manager

ROSIE ANDREWS

By:

Rosie Andrews

Rosie Andrews

Title: Member

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STATE OF FLORIDA
COUNTY OF GRANCE

The foregoing instrument was acknowledged before
me this 14th day of Oct, 2013, by

WILLIAM G. ANDREWS AND

ROSIE PATRICIA ANDREWS

Lesley Figg

LESLEY FIGG

Notary Public's Signature

Notary Name

Personally Known NO OR

Type of Identification Produced

DRIVER LICENSE

A536-927-48-259-0 AND A536-735-59-719-0



I William Andrews hereby am familiar with and accept the duties and responsibilities as registered agent for Mercy Drive Diner, LLC .

William Andrews
2323 So. Westmorland Dr.
Orlando Florida, 32805
Home No# 407-425-8958
Cell No# 407-383-8628
Work No# 407-293-7784

2013 OCT 30 AM 10:03

William Andrews

William Andrews

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 25th day of October 2017, by William F Andrews

Gordon Figg
Notary Public's Signature

Notary Name

Personally Known _____ OR

Type of Identification Produced Driver's License

A536-927-48-259-0

