

L15000189939

(Requestor's Name)

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☐ PICK-UP

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(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

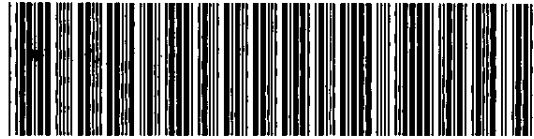
Special Instructions to Filing Officer:

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T. SCOTT



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FLORIDA DEPARTMENT OF STATE
Division of Corporations

November 3, 2015

JEFFERSON WEAVER
5300 N FEDERAL HIGHWAY
FT LAUDERDALE, FL 33308

SUBJECT: VILLAGE LEARNING CENTERS OF AMERICA, LLC
Ref. Number: W15000072415

We have received your document for VILLAGE LEARNING CENTERS OF AMERICA, LLC and your check(s) totaling \$250.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

You have indicated in your document percentage which is not required by Department of State and is recommended to be remove.,

If your business entity does not intend to transact business until January 1st of the upcoming calendar year, you may wish to revise your document to include an effective date of January 1st. If you do not list an effective date of January 1st, your business entity will become effective this calendar year and it will be required to file an annual report and pay the required annual report fee for the upcoming calendar year this coming January, which is merely weeks away. By listing an effective date of January 1st, the entity's existence will not begin until January 1st of the upcoming year and will, therefore, postpone the entity's requirement to file an annual report and pay the required annual report filing fee until the following calendar year.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6052.

Tyrone Scott
Regulatory Specialist II

Letter Number: 615A00023241

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Village Learning Centers of America, 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:

Jefferson Weaver
Name of Person

Firm/Company

5300 N. Federal Highway
Address

Ft. Lauderdale, FL 33308
City/State and Zip Code

Weaverlawfirm@gmail.com

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

For further information concerning this matter, please call:

Jefferson Weaver at (954) 489-4719
Name of Person 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

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

Street Address

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

Articles of Organization of Village Learning Centers of America, LLC

The undersigned certify that we have associated ourselves together 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. We 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

Name and Principal Place of Business. The name of the limited liability company shall be Village Learning Centers of America, LLC ("Company"), and its principal office and mailing address shall be located at 2890 N.W. 62nd Street, Fort Lauderdale, Florida 33309, and it shall have the power and authority to establish branch offices at any other place or places as the members may designate.

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:

- a. To engage in any activity or business authorized under the Florida Statutes.
- b. 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

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set forth in these Articles to the same extent as a natural person might or could do insofar as it relates to the lawful conduct of a business enterprise in the State of Florida.

- c. To purchase or otherwise acquire, undertake, carry on, improve, or develop, and/or sell 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.
- d. 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 government authority, or of any political or administrative subdivision, or department, and to perform and carry out, assign, cancel, or rescind any of such contracts.
- e. 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 laws, 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.

- f. To do anything 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 businesses or powers, provide 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 or 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 purporting to authorize 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 managers of this limited liability company. Unless otherwise specified, all administrative and operational decisions shall be made by the managers unless otherwise specified in the Company's Operating Agreement. This is a manager-managed limited liability company. This Article may be amended from time to time in the regulations of the limited liability company by a two-thirds vote of the members of the limited liability company.

Article IV Management

Management of this limited liability company is reserved to its managers, whose names and addresses are as follows:

Brouger Bass, 2890 N.W. 62nd Street, Fort Lauderdale, Florida 33309

The members shall have the right to select a property management company to manage any real estate acquired by this limited liability company. The managing member of this limited liability company shall be Brouger Bass.

Article V Membership Restrictions

Members shall have the right to admit new members by two-thirds 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 without the two-thirds written consent of all members. The remaining (non-selling) members shall have a right of first refusal to match the bona fide offer of any third party desiring to purchase the selling member's interest. In the absence of a third party offer, the selling member and the remaining members may determine the value of the selling member's interest by appraisal—net of liabilities—said appraisal to be performed by a certified appraiser acceptable to a majority of the members of the limited liability company. Any such acquisition of the selling member's interest by the remaining members shall be on a pro-rata basis based upon the respective percentage interests of the remaining members in this limited liability company.

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, the remaining members shall have the right to continue the business on two-thirds consent of the remaining members.

Article VI Capital Contributions

Capital contributions, if any, shall be paid to the limited liability company by the members in such shares as to create the following ownership interests:

Brougher Bass 65%

Joseph Chiaramonte 7%

Kevin Burgess 7%

Mary Ellen Fowler 7%

Jefferson Weaver 14%

Additional contributions will be made as required for investment purposes, as determined by the two-thirds consent of the members. Members shall make contributions in shares proportionate to their ownership interests in the limited liability company as specified in this Article VI and the Company's Operating Agreement.

Article VII Profits and Losses

- a. Profit Sharing. The members shall be entitled pro-rata to the net profits arising from the operation of the limited liability company business that remains after the payment of the expenses of conducting the business of the limited liability company including but not limited to any fees, costs, or expenses relating to the acquisition, refurbishment, repair, management, or sale of any real and personal property as well as any closing costs. Each member shall be entitled to a distributive share of the profits in proportion with his or her interest in Article VI. The distributive share of the profits shall be determined and paid to the members on the anniversary date of the commencement of business of the limited liability company.
- b. Losses. All losses that occur in the operation of the limited liability company business shall be paid out of the capital of the limited liability company and the profits of the business or, if these sources are insufficient to cover such losses, by the members in proportion to each member's interest as specified in Article VI.

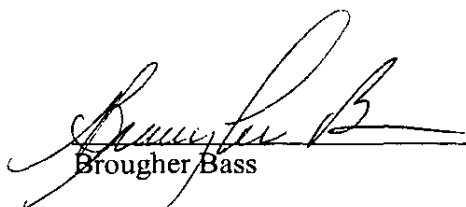
Article VIII Duration

This limited liability company shall have perpetual existence unless it is otherwise dissolved in a manner provided by law or as provided in the 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 5300 North Federal Highway, City of Fort Lauderdale, County of Broward, State of Florida, and the name of the company's initial registered agent at that address is Jefferson Weaver. The undersigned, being an original member of the limited liability company, certifies that this instrument constitutes the proposed Articles of Organization of Village Learning Centers of America, LLC.

Executed by the undersigned at 5300 North Federal Highway, Fort Lauderdale, Florida, on October 28, 2015.


Brougher Bass

Statement Designating Registered Agent and Office

State of Florida)

)

County of Broward)

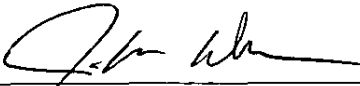
Pursuant to the provisions of Section 605 of the Florida Limited Liability Company Act, the limited liability company identified below submits the following statement in designating its registered office and registered agent in the State of Florida:

The name of the limited liability company is Village Learning Centers of America, LLC.

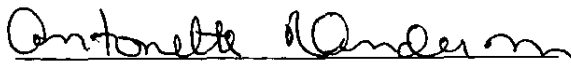
The name of the registered agent for Village Learning Centers of America, LLC, is Jefferson Weaver, and the street address of the company's principal office, where the agent is located, is 5300 North Federal Highway, Fort Lauderdale, Florida 33308.

This statement is to acknowledge that, as indicated above, Village Learning Centers of America, LLC, has appointed me, Jefferson Weaver, as its registered agent to accept service of process for the Company at the place designated above in this certificate. I accept this 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.

Dated: October 28, 2015.


Jefferson Weaver

The foregoing instrument was acknowledged before me this 28th day of October, 2015, by Jefferson Weaver, agent on behalf of Village Learning Centers of America, LLC, a Florida limited liability company. He is personally known to me or has produced a driver's license as identification.


Notary Public



ANTONETTE R. ANDERSON
MY COMMISSION # EE 211065
EXPIRES: July 2, 2016
Bonded Thru Budget Notary Service

My commission expires: