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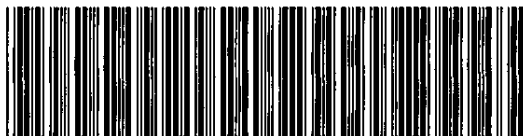
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FLORIDA DEPARTMENT OF STATE  
Division of Corporations

November 30, 2015

ALBERT ZAID HAYNES  
730 TURKEY SCRATCH ROAD  
MONTICELLO, FL 32344

SUBJECT: KEPRA, LLC  
Ref. Number: W15000077170

We have received your document for KEPRA, LLC and your check(s) totaling \$87.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The fees to file a Florida Limited Liability Company or register a Foreign Limited Liability Company are as follows: \$100 filing fee; and \$25 registered agent designation fee. Please include an additional \$30 for each certified copy requested (optional) and \$5.00 for each certificate of status requested (optional).

The document must contain written acceptance by the registered agent, (i.e. "I hereby am familiar with and accept the duties and responsibilities as registered agent for said corporation/limited liability company"); and the registered agent's signature.

Pursuant to section 605.0207, F.S., the effective date must be specific, cannot be more than five business days prior to the date of filing or more than 90 days after the date of filing. Our office received your document on . Please amend your document accordingly.

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.

Maryanne Dickey  
Regulatory Specialist II

Letter Number: 915A00024971



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

December 11, 2015

ALBERT ZAID HAYNES  
730 TURKEY SCRATCH ROAD  
MONTICELLO, FL 32344

SUBJECT: KEPRA, LLC  
Ref. Number: W15000077170

We have received your document for KEPRA, LLC and your check(s) totaling \$125.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

You failed to make the correction(s) requested in our previous letter.

The document must contain written acceptance by the registered agent, (i.e. "I hereby am familiar with and accept the duties and responsibilities as registered agent for said corporation/limited liability company"); and the registered agent's signature.

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.

Maryanne Dickey  
Regulatory Specialist II

Letter Number: 915A00024971

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT FOR  
KEPRA, LLC**

*A Single Member-Managed Limited Liability Company*

**ARTICLE I**

**Company Formation**

**1.1 FORMATION.** The Single Member hereby form a Limited Liability Company ("Company") subject to the provisions of the Limited Liability Company Act as currently in effect as of 11 /04/2014. Articles of Organization shall be filed with the Secretary of State by 12/ /2014.

**1.2 NAME.** The name of the Company shall be: KEPRA, LLC.

**1.3 REGISTERED AGENT.** The name and location of the registered agent of the Company shall be:

Albert Zaid Haynes  
730 Turkey Scratch Road  
Monticello, FL 32344

**1.4 TERM.** The Company shall continue for a perpetual period.

(a) The Single Member may call for dissolution; or

(b) Any event which makes it unlawful for the business of the Company to be carried on by the Single Member; or

(c) The death, resignation, expulsion, bankruptcy, retirement of a Single Member or the occurrence of any other event that terminates the continued membership of a Single Member of the Company; or

(d) Any other event causing dissolution of this Limited Liability Company under the laws of the State of Florida.

**1.5 CONTINUANCE OF COMPANY.** Notwithstanding the provisions of ARTICLE 1.4, in the event of an occurrence described in ARTICLE 1.4(c), Jibril Haynes, who is now an unaffiliated "individual", shall be elevated to Single Member status and shall have the right to continue the business of the Company. Such right can be exercised only within ninety (90) days after the occurrence of an event described in ARTICLE 1.4(c). If not so exercised, the right of the elevated Single Member to continue the business of the Company shall expire.

**1.6 BUSINESS PURPOSE.** The purpose of the Company is to conduct business for any legal purpose.

**1.7 PRINCIPAL PLACE OF BUSINESS.** The location of the principal place of business of the Company shall be:

730 Turkey Scratch Road  
Monticello, FL 32344

\*Principal place of business may be changed at a location the Single Member from time to time selects. \*

**1.8 THE SINGLE MEMBER.** The name and place of residence of each member are contained in Exhibit 2 attached to this Agreement.

**1.9 ADMISSION OF ADDITIONAL MEMBERS.** Except as otherwise expressly provided in the Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company, without the prior written consent of the Single Member.

## **ARTICLE II**

### **Capital Contributions**

**2.1 INITIAL CONTRIBUTIONS.** The Single Member initially shall not contribute to the Company capital.

**2.2 ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, the Single Member shall be obligated to make any additional contribution to the Company's capital.

## **ARTICLE III**

### **Profits, Losses and Distributions**

**3.1 PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Single Member or as amended from time to time in accordance with Treasury Regulation 1.704-1.

**3.2 DISTRIBUTIONS.** The Single Member shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Single Member. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

## **ARTICLE IV**

### **Management**

**4.1 MANAGEMENT OF THE BUSINESS.** The Single Member shall serve as the manager of the company and the name and place of residence of the Single Member/Manager is attached as Exhibit 1 of this Agreement. The Single Member, as set forth in Exhibit 2 as amended from time to time, shall elect so many Managers as he determines necessary, the manager will not be a member and will work at the behest of the Single Member.

**4.2 MEMBERS.** The liability of the Single Member shall be limited as provided pursuant to applicable law. The Single Member may install or add new members, but shall retain a controlling interest in the company. Members that are not Managers shall take no part whatever in the control,

management, direction, or operation of the Company's affairs and shall have no power to bind the Company. The Single Member will now act as Manager but may hire an individual to fill the role in the future. The Manager, who is now the Single Member, may from time to time seek advice from the Members, but they need not accept such advice, and at all times the Managers shall have the exclusive right to control and manage the Company. No Member shall be an agent of any other Member of the Company solely by reason of being a Member.

**4.3 POWERS OF MANAGER/SINGLE MEMBER.** The Managers are authorized on the Company's behalf to make all decisions as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of their management powers, the Managers are authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.

**4.4 CHIEF EXECUTIVE MANAGER.** The Chief Executive Manager shall have primary responsibility for managing the operations of the Company and for effectuating the decisions of the Managers.

**4.5 NOMINEE.** Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Manager/Single Member may designate. The Manager/Single Member shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.

**4.6 COMPANY INFORMATION.** The Manager/Single Member is the only person privy to information regarding the Company or its activities. Manager/Single Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Manager's possession regarding the Company or its activities. The exercise of the rights contained in this ARTICLE 4.6 shall be at the requesting Member's expense.

**4.7 EXCULPATION.** Any act or omission of the Managers, the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith to promote the best interests of the Company, shall not subject the Managers to any liability to the Members.

**4.8 INDEMNIFICATION.** The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and

reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

**4.9 RECORDS.** The Manager/Single Member shall cause the Company to keep at its principal place of business the following:

- (a) a current list in alphabetical order of the full name and the last known street address of each Member;
- (b) a copy of the Certificate of Formation and the Company Operating Agreement and all amendments;
- (c) copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;
- (d) copies of any financial statements of the limited liability company for the three most recent years.

4.9(b) Ouida Golding-Beecher of Mandeville, Jamaica is to serve as a Vice-President of Kepra, LLC. Her duties will include administrative work and other tasks at the behest of the single member.

4.9(c) Atlon Beecher of Mandeville, Jamaica is to serve as an operations manager for Kepra, LLC in its endeavors in the nation of Jamaica and will handle day to day affairs at the behest of the single member.

## **ARTICLE V**

### **Compensation**

**5.1 MANAGEMENT FEE.** Any Manager rendering services to the Company shall be entitled to compensation commensurate with the value of such services.

**5.2 REIMBURSEMENT.** The Company shall reimburse the Managers or Members for all direct out-of-pocket expenses incurred by them in managing the Company.

**5.3 PAYMENT TO EMPLOYEES/CONTRACTORS.** The hiring and compensation of employees shall be determined by the sole member/manager. All agreements and pay schedules with independent contractors will be the sole domain of the sole member/manager and memorialized in a separate agreement.

**5.4 SERVICES RENDERED.** The drafter of this document, Carter Emory Young, Esquire, shall be compensated for his services rendering this document as well as all other services once the company has been capitalized and is operating at a profit at the rate of 3% of the initial budget that produces profit.

## **ARTICLE VI**

### **Bookkeeping**

**6.1 BOOKS.** The Manager/Single Member shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business. Such books shall be kept on such method of accounting as the Managers shall select. The company's accounting period shall be the calendar year.

**6.2 MEMBER'S ACCOUNTS.** The Manager/Single Member shall maintain separate capital and distribution accounts for each member. Each member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his initial capital contribution increased by:

- (a) any additional capital contribution made by him/her;
- (b) credit balances transferred from his distribution account to his capital account; and decreased by:
  - (a) distributions to him/her in reduction of Company capital;
  - (b) the Member's share of Company losses if charged to his/her capital account.

**6.3 REPORTS.** The Manager/Single Member shall close the books of account after the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

## **ARTICLE VII**

### **Transfers**

**7.1 ASSIGNMENT.** If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of his interest in the Company, such Member shall first make a written offer to sell such interest to the other Members at a price determined by mutual agreement. If such other Members decline or fail to elect such interest within thirty (30) days, and if the sale or assignment is made and the Members fail to approve this sale or assignment unanimously then, pursuant to the applicable law, the purchaser or assignee shall have no right to participate in the management of the business and affairs of the Company. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.



## CERTIFICATE OF FORMATION

This Company Operating Agreement is entered into and shall become effective as of the Effective Date by and among the Company and the persons executing this Agreement as Members. It is the Members express intention to create a limited liability company in accordance with applicable law, as currently written or subsequently amended or redrafted. The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member, the agreement consisting of 6 (six) pages, constitutes, together with Exhibit 1 and Exhibit 2 (if any), the Operating Agreement of Kepra, LLC, adopted by the members as of (12/05/2015)

12/05/2015

Members:

Albert Zaid Haynes

Printed Name: Mr. Albert Zaid Haynes

Signature

100% Ownership

15 DEC 22 AM 11:51

I hereby am familiar with and accept the duties and responsibilities as registered agent for said corporation/Limited Liability Company.

Signed,

Albert Zaid Haynes

Albert Zaid Haynes

15 DEC 22 AM 11:51

## LISTING OF MANAGERS

**Name: Mr. Albert Zaid Haynes**  
**Title: Chief Executive Manager**  
**730 Turkey Scratch Road**  
**Monticello, FL 32344**

Albert J. Hughes (A24)