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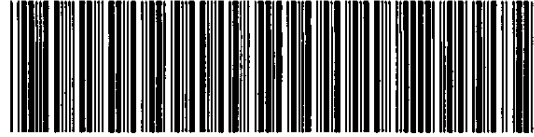
(Business Entity Name)

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RECEIVED
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: Ankh2369, 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:

Neal A. Muhammad
Name of Person

Ankh2369, LLC
Firm/Company

3198 NW 169th Terrace
Address

Miami Gardens, FL 33056
City/State and Zip Code

NAS357@AOL.COM
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Neal A. Muhammad at (**786**) **290-5498**
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
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

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

Ankh2369, LLC

(Must end with the words "Limited Liability Company," "L.L.C.," or "LLC.")

ARTICLE II - Address:

The mailing address and street address of the principal office of the Limited Liability Company is:

Principal Office Address:

Mailing Address:

3198 NW 169th Terrace
Miami Gardens, FL 33056

3198 NW 169th Terrace
Miami Gardens, FL 33056

ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:

(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

The name and the Florida street address of the registered agent are:

Neal A. Muhammad

Name

3198 NW 169th Terrace,

Florida street address (P.O. Box **NOT** acceptable)

Miami Gardens, FL 33056

City, State, and Zip

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the 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 as provided for in Chapter 608, F.S..



Registered Agent's Signature (REQUIRED)

(CONTINUED)

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STATE OF FLORIDA
DEPARTMENT OF REVENUE

ARTICLE IV- Manager(s) or Managing Member(s):

The name and address of each Manager or Managing Member is as follows:

Title:

"MGR" = Manager

"MGRM" = Managing Member

Name and Address:

MGRM

Neal A. Muhammad

3198 NW 169th Terrace

Miami Gardens, FL 33056

(Use attachment if necessary)

ARTICLE V: Effective date, if other than the date of filing: _____ (OPTIONAL)

(If an effective date is listed, the date must be specific and cannot be more than five business days prior to or 90 days after the date of filing.)

REQUIRED SIGNATURE:



Signature of a member or an authorized representative of a member.

(In accordance with section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.)

Neal A. Muhammad

Typed or printed name of signee

Filing Fees:

\$125.00 Filing Fee for Articles of Organization and Designation of Registered Agent

\$ 30.00 Certified Copy (Optional)

\$ 5.00 Certificate of Status (Optional)

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DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

OPERATING AGREEMENT
OF
Ankh2369, LLC

A Limited Liability Company (LLC) organized under the laws of the State of Florida
and managed by its members.

I. FORMATION

- A. The effective date of this operating agreement shall be 07/01/2015.
- B. This agreement is adopted by the members whose signatures are affixed at the end of this agreement.
- C. The Articles of Organization (Certificate of Formation, etc.) was filed with the State of Florida on 07/01/2015.
- D. The registered office and agent are, Neal A. Muhammad
3198 NW 169th Terrace, Miami Gardens, FL 33056. Changes in registered agent must be made by filing the appropriate forms with the State of Florida.
- E. The specific business purpose or purposes are as follows:
to engage in real estate and all lawful business activities

This LLC shall also be permitted to engage in any and all lawful business activities beyond the stated purpose above. It shall also be allowed to do business in states other than Florida by obtaining proper qualification from those states prior to engaging in such business.

- F. The duration of this LLC shall be perpetual.

II. MANAGEMENT BY MEMBERS

- A. *Management:* This LLC will be managed by its members.
- B. *Management Meetings:* Members shall be able to discuss and approve LLC business informally, and may, at their discretion, call and hold formal management meetings according to the rules set forth in the following provisions of this operating agreement.

III. MEMBERSHIP PROVISIONS

- A. *Liability of Members:* No members of this LLC shall be personally liable for the expenses, debts, obligations or liabilities of the LLC, or for claims made against it.
- B. *Reimbursement for Organizational Costs:* Members shall be reimbursed by the LLC for start-up and organizational expenses paid by the members.
- C. *Members' Percentage Interests:* A member's percentage interest in this LLC shall be computed as a fraction, the numerator of which is the total of a member's capital account and the denominator of which is the total of all capital accounts of all members. This fraction shall be expressed in this agreement as a percentage, which shall be called each member's "percentage interest" in this LLC.
- D. *Membership Voting:* Except as otherwise may be required by the Articles of Organization, Certificate of Formation or a similar organizational document, other provisions of this operating agreement, or under the laws of this state, each member shall vote on any matter submitted to the membership for approval in proportion to the member's percentage interest in this LLC. Further, unless defined otherwise for a particular provision of this operating agreement, the phrase "majority of members" means a majority of members whose combined percentage interests in this LLC represent more than 50 percent of the percentage interests of all members in this LLC.
- E. *Compensation:* Members shall not be paid as members of the LLC for performing any duties associated with such membership. Members may be paid, however, for any services rendered in any other capacity for the LLC, whether as officers, employees, independent contractors or otherwise.
- F. *Members' Meetings:* The LLC shall not provide for regular members' meetings. However, any member may call a meeting by communicating his or her wish to schedule a meeting to all other members. Such notification may be in person or in writing, or by telephone, facsimile machine, or other form of electronic communication reasonably expected to be received by a member, and the other members shall then agree, either personally, in writing, or by telephone, facsimile machine or other form of electronic communication to the member calling the meeting, to meet at a mutually acceptable time and place. Notice of the business to be transacted at the meeting need not be given to members by the member calling the meeting, and any business may be discussed and conducted at the meeting.

If all members cannot attend a meeting, it shall be postponed to a date and time when all members can attend, unless all members who do not attend have agreed in writing to the holding of the meeting without them. If a meeting is postponed,

and the postponed meeting cannot be held either because all members do not attend the postponed meeting or the nonattending members have not signed a written consent to allow the postponed meeting to be held without them, a second postponed meeting may be held at a date and time announced at the first postponed meeting. The date and time of the second postponed meeting shall also be communicated to any members not attending the first postponed meeting. The second postponed meeting may be held without the attendance of all members as long as a majority of the percentage interests of the membership of this LLC is in attendance at the second postponed meeting. Written notice of the decisions or approvals made at this second postponed meeting shall be mailed or delivered to each nonattending member promptly after the holding of the second postponed meeting.

Written minutes of the discussions and proposals presented at a members' meeting, and the votes taken and matters approved at such meeting, shall be taken by one of the members or a person designated at the meeting. A copy of the minutes of the meeting shall be placed in the LLC's records book after the meeting.

- G. *Membership Certificates:* This LLC shall be authorized to obtain and issue certificates representing or certifying membership interests in this LLC. Each certificate shall show the name of the LLC, the name of the member, and state that the person named is a member of the LLC and is entitled to all the rights granted members of the LLC under the Articles of Organization, Certificate of Formation or a similar organizational document, this operating agreement, and provisions of law. Each membership certificate shall be consecutively numbered and signed by one or more members of this LLC. The seal of the LLC shall be affixed to each certificate. The certificates shall include any additional information considered appropriate for inclusion by the members on membership certificates.

In addition to the above information, all membership certificates shall bear a prominent legend on their face or reverse side stating, summarizing or referring to any transfer restrictions that apply to memberships in this LLC under the Articles of Organization, Certificate of Formation or a similar organizational document and/or this operating agreement.

The records book of this LLC shall contain a transfer ledger with the names and addresses of all persons to whom certificates have been issued, show the date of issuance of each certificate, and record the date of all cancellations or transfers of membership certificates.

IV. TAX AND FINANCIAL PROVISIONS

- A. *Tax Treatment:* This LLC shall be treated as a disregarded entity for income tax purposes.
- B. *Tax Year and Accounting Method:* The tax year of this LLC shall be January 1 through December 31 of each year. The LLC shall use the cash basis method of accounting.
- C. *Tax Matters Partner:* If this LLC is required under Internal Revenue Code provisions or regulations, it shall designate from among its members a "tax matters partner" in accordance with Internal Revenue Code Section 6231(a)(7) and corresponding regulations, who will fulfill this role by being the spokesperson for the LLC in dealings with the IRS as required under the Internal Revenue Code and Regulations, and who will report to the members on the progress and outcome of these dealings.
- D. *Annual Income Tax Returns and Reports:* Within 60 days after the end of each tax year of the LLC, a copy of the LLC's state and federal income tax returns for the preceding tax year shall be mailed or otherwise provided to each member of the LLC, together with any additional information and forms necessary for each member to complete his or her individual state and federal income tax returns. This additional information shall include a federal (and, if applicable, state) Form K-1 (Form 1065--Partner's Share of Income, Credits, Deductions) or equivalent income tax reporting form, as well as a financial report, which shall include a balance sheet and profit and loss statement for the prior tax year of the LLC.
- E. *Bank Accounts:* The LLC shall designate one or more banks or other institutions for the deposit of the funds of the LLC, and shall establish savings, checking, investment and other such accounts as are reasonable and necessary for its business and investments. One or more employees of the LLC shall be designated with the consent of all members to deposit and withdraw funds of the LLC, and to direct the investment of funds from, into and among such accounts. The funds of the LLC, however and wherever deposited or invested, shall not be commingled with the personal funds of any members of the LLC.
- F. *Title to Assets:* All personal and real property of this LLC shall be held in the name of the LLC, not in the names of the individual members.

V. CAPITAL

- A. *Capital Contributions by Members:* Members shall make the following contributions of cash, property or services as shown next to each member's name below. The fair market values of items of property or services as agreed between the LLC and the contributing member are shown below. The percentage interest in the LLC that each member shall receive in return for his or her capital contribution is also indicated for each member.

Member Name	Contribution	Percentage Interest
Neal A. Muhammad		100

- B. *Additional Contributions by Members:* The members may agree, from time to time by unanimous vote, to require the payment of additional capital contributions by the members, on or by a mutually agreeable date.
- C. *Failure to Make Contributions:* If a member fails to make a required capital contribution within the time agreed for a member's contribution, the remaining members may, by unanimous vote, agree to reschedule the time for payment of the capital contribution by the late-paying member, setting any additional repayment terms, such as a late payment penalty, rate of interest to be applied to the unpaid balance, or other monetary amount to be paid by the delinquent member, as the remaining members decide. Alternatively, the remaining members may, by unanimous vote, agree to cancel the membership of the delinquent member, provided any prior partial payments of capital made by the delinquent member are refunded promptly by the LLC to the member after the decision is made to terminate the membership of the delinquent member.
- D. *No Interest on Capital Contributions:* No interest shall be paid on funds or property contributed as capital to this LLC, or on funds reflected in the capital accounts of the members.
- E. *Capital Account Bookkeeping:* A capital account shall be set up and maintained on the books of the LLC for each member. It shall reflect each member's capital contribution to the LLC, increased by each member's share of profits in the LLC, decreased by each member's share of losses and expenses of the LLC, and adjusted as required in accordance with applicable provisions of the Internal Revenue Code and corresponding income tax regulations.
- F. *Consent to Capital Contribution Withdrawals and Distributions:* Members shall not be allowed to withdraw any part of their capital contributions or to receive distributions, whether in property or cash, except as otherwise allowed by this agreement and, in any case, only if such withdrawal is made with the written consent of all members.
- G. *Allocations of Profits and Losses:* No member shall be given priority or preference with respect to other members in obtaining a return of capital

contributions, distributions or allocations of the income, gains, losses, deductions, credits or other items of the LLC. The profits and losses of the LLC, and all items of its income, gain, loss, deduction and credit shall be allocated to members according to each member's percentage interest in this LLC.

- H. *Allocation and Distribution of Cash to Members:* Cash from LLC business operations, as well as cash from a sale or other disposition of LLC capital assets, may be distributed from time to time to members in accordance with each member's percentage interest in the LLC, as may be decided by the members.
- I. *Allocation of Noncash Distributions:* If proceeds consist of property other than cash, the members shall decide the value of the property and allocate such value among the members in accordance with each member's percentage interest in the LLC. If such noncash proceeds are later reduced to cash, such cash may be distributed among the members as otherwise provided in this agreement.
- J. *Allocation and Distribution of Liquidation Proceeds:* Regardless of any other provision in this agreement, if there is a distribution in liquidation of this LLC, or when any member's interest is liquidated, all items of income and loss shall be allocated to the members' capital accounts, and all appropriate credits and deductions shall then be made to these capital accounts before any final distribution is made. A final distribution shall be made to members only to the extent of, and in proportion to, any positive balance in each member's capital account.

VI. MEMBERSHIP WITHDRAWAL AND TRANSFER PROVISIONS

- A. *Withdrawal of Members:* A member may withdraw from this LLC by giving written notice to all other members at least thirty days before the date the withdrawal is to be effective.
- B. *Restrictions on the Transfer of Membership:* A member shall not transfer his or her membership in the LLC unless all nontransferring members in the LLC first agree to approve the admission of the transferee into this LLC. Further, no member may encumber a part or all of his or her membership in the LLC by mortgage, pledge, granting of a security interest, lien or otherwise, unless the encumbrance has first been approved in writing by all other members of the LLC.

Notwithstanding the above provision, any member shall be allowed to assign an economic interest in his or her membership to another person without the approval of the other members. Such an assignment shall not include a transfer of the member's voting or management rights in this LLC, and the assignee shall not become a member of the LLC.

VII. DISSOLUTION

A. *The following events shall trigger a dissolution of the LLC, except as provided:*

1. The expiration of the term of existence of the LLC if such term is specified in the Articles of Organization, Certificate of Formation or a similar organizational document, or this operating agreement;
2. The written agreement of all members to dissolve the LLC;
3. Entry of a decree of dissolution of the LLC under state law.

VIII. GENERAL PROVISIONS

A. *Compensation:* The members may be compensated or noncompensated according to the nature and extent of the services rendered for the LLC as a part of their duties. Any member may be reimbursed by the LLC for out-of-pocket expenses paid by the member in carrying out the duties of his or her office.

B. *Records:* The LLC shall keep at its principal business address a copy of all proceedings of membership meetings, as well as books of account of the LLC's financial transactions. A list of the names and addresses of the current membership of the LLC also shall be maintained at this address, with notations on any transfers of members' interests to nonmembers or persons being admitted into membership in the LLC.

Copies of the LLC's Articles of Organization, Certificate of Formation or a similar organizational document, a signed copy of this operating agreement, and the LLC's tax returns for the preceding three tax years shall be kept at the principal business address of the LLC. A statement also shall be kept at this address containing any of the following information that is applicable to this LLC:

1. The amount of cash or a description and value of property contributed or agreed to be contributed as capital to the LLC by each member;
2. A schedule showing when any additional capital contributions are to be made by members to this LLC;
3. A statement or schedule, if appropriate, showing the rights of members to receive distributions representing a return of part or all of members' capital contributions;
4. A description of, or date when, the legal existence of the LLC will terminate under provisions in the LLC's Articles of Organization, Certificate of Formation or a similar organizational document, or this operating agreement.

NOTE: If one or more of the above items is included or listed in this operating agreement, it will be sufficient to keep a copy of this agreement at the principal

business address of the LLC without having to prepare and keep a separate record of such item or items at this address.

Any member may inspect any and all records maintained by the LLC upon reasonable notice to the LLC. Copying of the LLC's records by member is allowed.

- C. *All Necessary Acts:* The members and officers of this LLC are authorized to perform all acts necessary to perfect the organization of this LLC and to carry out its business operations expeditiously and efficiently. The Secretary of the LLC, or other officers, or one or more members of the LLC, may certify to other businesses, financial institutions and individuals as to the authority of one or more members or officers of this LLC to transact specific items of business on behalf of the LLC.
- D. *Mediation and Arbitration of Disputes Among Members:* In a dispute over the provisions of this Operating Agreement and any other disputes among members, the dispute shall be submitted to arbitration in accordance with the rules of the American Arbitration Association. A written request for arbitration, stating the nature of the dispute, shall be sent to all members of this LLC. All parties to the dispute shall share costs equally.
- E. *Entire Agreement:* This operating agreement represents the entire agreement among the members of this LLC, and it shall not be amended, modified or replaced except by the written instrument executed by all of the parties to this agreement who are current members of this LLC as well as any and all additional parties who became members of this LLC after the adoption of this agreement. This agreement replaces and supersedes all prior written and oral agreements among any and all members of this LLC.
- F. *Severability:* If any provision of this agreement is determined by a court or arbitrator to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this agreement, and the remaining provisions shall remain in effect and enforceable.

X. SIGNATURES OF MEMBERS

- A. *Execution of Agreement:* In witness whereof, the members of this LLC sign and adopt this agreement as the operating agreement of this LLC.

Date: _____

Signature: _____

Printed Name: Neal A. Muhammad, Member

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