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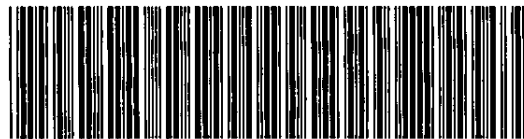
(Business Entity Name)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

COVER LETTER

TO: New Filing Section
Division of Corporations

SUBJECT: K.A.B. Management Services, 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:

CHARLES FRANCIS

Name of Person

INTEGRATIVE FREEDOM LLC

Firm/Company

9310 US Highway 192, Suite 4

Address

CLERMONT, FL 34714

City/State and Zip Code

DRCHARLESFRANCIS@GMAIL.COM

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

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2017 JUN -3 PM 3:48

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For further information concerning this matter, please call:

CHARLES FRANCIS at (704) 576-0943

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 FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

K.A.B. Management Services, LLC

(Must contain 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:

9310 US Highway 192
Suite 4
Clermont, FL 34714-8203

Mailing Address:

9310 US Highway 192
Suite 4
Clermont, FL 34714-8203

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:

Integrative Freedom LLC
Name

9310 US Hwy 192, Suite 4
Florida street address (P.O. Box **NOT** acceptable)

Clermont FL 34714-8203
City State 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 605, F.S.



Registered Agent's Signature (REQUIRED)

(CONTINUED)

ARTICLE IV-

The name and address of each person authorized to manage and control the Limited Liability Company:

Title:

"AMBR" = Authorized Member

"MGR" = Manager

AMBR

AMBR

Name and Address:

Charles Francis
9310 US Highway 192 Suite 4
Clermont, FL 34714

Wendi Francis
9310 US Highway 192 Suite 4
Clermont, FL 34714

(Use attachment if necessary)

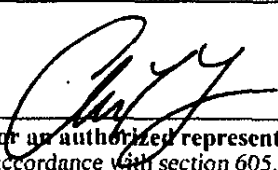
ARTICLE V: Effective date, if other than the date of filing: 7/1/17 (OPTIONAL)

(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.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

ARTICLE VI: Other provisions, if any.

REQUIRED SIGNATURE:


Signature of a member or an authorized representative of a member.
This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes.
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.

Charles Francis

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)

**OPERATING AGREEMENT
K.A.B. MANAGEMENT SERVICES LLC**

This operating agreement is entered into on this 1st day of July, 2017, by the members of K.A.B. Management Services LLC, a Florida limited liability company, for the purpose of governing the conduct of the company's affairs and the relationships among the members and between the company and its members. In consideration of the mutual promises of the members, each member hereby agrees to be bound by the terms of the agreement.

I. Name--Purpose--Duration--Location

(A) Name

The name of the company shall be **K.A.B. Management Services LLC**, a Florida corporation.

(B) Purposes

The company may carry on any activity for which persons may lawfully associate themselves.

(C) Duration

Unless sooner dissolved by law or pursuant to this agreement, the period of duration of the company shall be thirty years from the date the company is formed.

(D) Location

The principal place of business of the company shall be located at 9310 U.S. Highway 192, Suite 4, Clermont, FL 34714, but may be moved to such other location as the members shall decide.

II. Members--Meetings

(A) Original members--New members

The members of this company are the parties who have signed this operating agreement. After filing of the articles of organization of the company with the Secretary of State, additional members may be admitted upon the unanimous written consent of the members.

(B) Resignation of member

A member has a right to resign from the company.

(C) Meetings

Members shall meet at least quarterly, on a day and time to be designated by the President for the purpose of transacting such business as may come before the meeting.

Special meetings may be held at the call of a manager or the call of any member(s).

Written notice of the annual and any special meeting shall state the purpose of the meeting and shall be sent to the members by ordinary mail at least 21 days before the meeting. If all members meet and consent to the meeting, the meeting is valid without call or notice.

(D) Quorum--Voting rights--Proxies

At any meeting of the members, a quorum consists of members owning a majority of the membership interests with voting rights attached thereto, appearing in person or by proxy. If a quorum is present, the affirmative vote of the members owning a majority of the membership interests with voting rights attached thereto represented at the meeting constitutes the act of the members. Proxies shall be filed with the company at or prior to the meeting.

(E) Action without a meeting

The members may act without a meeting, provided every member entitled to vote on a matter executes a written consent describing the action taken and such consents are filed with the manager(s).

III. Contribution and Membership Interests

(A) Members' contributions--Capital accounts

The initial contribution of each member shall be made at the time this agreement is executed. The amounts of the contributions of the members are as follows:

Dr. Charles Francis	\$250.00
Wendi Francis	\$250.00

A separate capital account shall be maintained for each member in accordance with Internal Revenue Code section 704(b) and applicable Treasury Regulations.

(B) Membership interests--Allocation

The initial membership interests of the members in the company, for any and all such purposes not mentioned in the next paragraph, are as follows:

Dr. Charles Francis	50%
Wendi Francis	50%

Each member's distributive share of income, gain, loss, deduction, credit or allowance of the company for any period or year shall be determined according to the member's percentage membership interest as it exists at the time of determination. Any amendment to the percentage of one of the initial members shall also be the same for the other initial members, equally and pro-rata, unless otherwise agreed to in writing by the member whose pro-rata share is amended by a share greater than the other member(s).

IV. Distributions

Net cash from operations, and the net proceeds from the sale or other disposition of a capital asset of the company, shall be distributed to all of the members at such times as the members may determine, in pro-rata shares according to the members' respective membership interests.

No distribution shall be declared or paid unless after such distribution the company's assets will exceed its liabilities, other than liabilities to members arising from their contributions.

No member is entitled to receive any distribution in any form other than cash.

V. Transfer of Membership Interest

(A) Right of first refusal

A member desiring to sell, assign, hypothecate, pledge or otherwise transfer any part or all of a membership interest shall first offer the interest to the company and the other members on the same terms and conditions. If the company or members do not accept the offer within thirty days, the member may offer the interest to an outside transferee.

(B) Rights of assignee or transferee; membership

The assignee or transferee of a membership interest, however such interest is acquired, does not become a member of the company by reason of such assignment or transfer, and is not entitled to exercise any management or voting rights in the company, but is entitled only to distributions and allocations of profits, losses, gains, deductions, credits, or similar items to which the member whose interest is assigned or transferred would have been entitled. The assignee or transferee of a membership interest may be substituted for the assigning or transferring member and become a member only upon the written consent of all the other members, but until such time the assigning or transferring member remains a member.

VI. Management of Company

(A) Members; powers and duties

The company shall be managed by the managers of the company equally and with full disclosure to one another. The managers shall manage, direct, and control the business and affairs of the company. For this purpose both managers are agents of the company, with authority to do any and all lawful acts appropriate to the company's business and affairs.

Without limitation on any manager's powers, the managers are authorized to: enter into contracts on behalf of the company; hold and manage in the company's name real and personal property belonging to the company; execute documents on behalf of the company; obtain insurance against liability or protecting the company's property or business against loss; invest and reinvest funds of the company; maintain reserves for payment of company expenses; and employ and compensate attorneys, accountants, property managers, and other persons.

Members' rights will be determined as added to the company. As per Provision V.(B). of this Agreement, an assignee of membership interest is not entitled to exercise any management or voting rights in the company, but is entitled only to distributions and allocations of profits, losses, gains, deductions, credits, or similar items, and for purposes of this Agreement, only the

designated managers of the company have all rights designated within this provision. In the event the members of the company decide to amend the membership structure and interests of the company, said amendment will require unanimous consent of the members with full voting rights at that time and shall be recorded in writing as a full addendum to this Agreement, and kept with the company records.

(B) Standard of care

Each member shall perform all duties in good faith, in a way that each member reasonably believes to be in or not opposed to the company's best interests, and with the care that an ordinarily prudent person in a similar position would use under similar circumstances.

(C) Officers

There shall be officers of the limited liability company, who shall be designated as follows:

Dr. Charles Francis

PRESIDENT

Wendi Francis

VICE-PRESIDENT

VII. Indemnification

The company may indemnify any member, officer, employee, or other person against litigation expenses, including attorney fees, judgments, fines, and amounts paid in settlement, to the extent and under the conditions permitted by Florida Revised Code.

VIII. Entire Agreement; Amendment of Agreement

This agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes any and all prior agreements or understandings written or oral between the parties related to the subject matter hereof. No modification of this agreement shall be valid unless made in writing and signed by the parties hereto in order for the presentation to and affirmative vote of the members owning a majority of the membership interests. Any and all modifications of this agreement shall be designated hereto as a supplementary Annex and is herein incorporated by reference.

IX. Governing Law

This agreement shall be governed by, and construed according to, Florida law.

WITNESS the signatures of all of the members of K.A.B. Management Services LLC on this 1st day of July, 2017.



Dr. Charles Francis



Wendi Francis