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04/23/19

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: First Class Appliance Repair, LLC-Florida Document Number L18000271691
Name of Limited Liability Company

Dear Sir or Madam:

The enclosed Registered Agent/Registered Office Change and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Rhyshena Reena White

Name of Person

Firm/Company

P. O. Box 9434

Address

West Palm Beach, Florida 33419

City/State and Zip Code

WPBRepairServiceCompany@GMail.com

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

For further information concerning this matter, please call:

Rhyshena Reena White

at (561) 570.0110

Name of Person

Area Code & Daytime Telephone Number

STREET/COURIER ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

Enclosed is a check for the following amount:

☒ \$25 Filing Fee

☐ \$55 Filing Fee & Certified Copy

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TALLAHASSEE, FLORIDA
CLERK OF SUPERIOR COURT

ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF
FIRST CLASS APPLIANCE REPAIR, LLC

Pursuant to the provisions of section 605.0202, Florida Statutes, this Limited Liability Company adopts the following Articles of Amendment to its Articles of Organization:

ARTICLE II

PRINCIPAL PLACE OF BUSINESS AND MAILING ADDRESS

The limited liability company First Class Appliance Repair, LLC, and its principal office is located at 3124 Avenue H West, Riviera Beach, Florida 33404, but it shall have the power and authority to establish branch offices at any other place or as the members may designate.

The principal place of business mailing address of the Company shall be amended to Post Office Box 9434, West Palm Beach, FL 33419.

ARTICLE III

REGISTERED OFFICE AND REGISTERED AGENT

The address of the registered office of the limited liability company shall be amended to 1240 West 10th Street, Unit 3, West Palm Beach, FL 33404, and the name of the company's registered agent at the address shall be amended to Rhyshena Reena White.

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CLERK OF DISTRICT COURT
EAST PALM BEACH, FL

ARTICLE IV MANAGEMENT

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

1. Delroy Melvin White Jr - 3124 Avenue H West, Riviera Beach, FL 33404
2. Rhyshena Reena White - 1240 West 10th Street, Unit 3, West Palm Beach, FL 33404

ARTICLE V 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:

1. To engage in any activity or business authorized under the Florida Statutes.
2. In general, to carry on any and all incidental business; to have and exercise all the powers confirmed by the laws of the State of Florida, and to do any and all things set forth in these Articles to the same extent as a natural person might or could do.
3. To purchase or otherwise acquire, undertake, carry on, improve, or develop, 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.
4. To enter into and make all necessary contracts for its business with any person, entity, partnership, association, corporation, domestic or foreign, or of an 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.
5. 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 law, 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

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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.

6. To do everything 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 business or powers, provided 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 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 VI

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 members of this limited liability company. This Article may be amended from time to time in the regulation of the limited liability company by a unanimous vote of the members of the limited liability company.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE VII

MEMBERSHIP RESTRICTIONS

Members shall have the right to admit new members by unanimous 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 except with unanimous written consent of all members.

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 business on unanimous consent of the remaining members.

ARTICLE VIII

CAPITAL CONTRIBUTIONS

Capital contributions in the amount of \$0.00 each shall be paid to the limited liability company; (1) Delroy Melvin White Jr. shall pay \$0.00 cash or its equivalent in monetary advances to initiate the project and (2) Rhyshena Reena White shall pay \$0.00 cash. Additional contributions will be made as required for investment purposes, as determined by unanimous consent of the members.

ARTICLE IX

PROFITS AND LOSSES

(A) Profit Sharing. The members shall be entitled to the net profits arising from the operation of the limited liability company business that remain after the payment of the expenses of conducting the business of the limited liability company. Each member shall be entitled to an equal distributive share of the profits or to the distributive share of the profits specified as follows:

1. Delroy Melvin White Jr.....50%
2. Rhyshena Reena White.....50%

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The distributive share of the profits shall be determined and paid to the members as received or on the anniversary date of the amended commencement of the limited liability company unless otherwise determined by unanimous consent of the members.

(B) Losses. All losses that occur in the operation of the limited liability company business shall be paid out of the capital savings of the limited liability company and the business, or, if these sources are insufficient to cover such losses, by the members in equal shares as determined by unanimous written consent of the members.

ARTICLE X

DURATION

This limited liability company shall exist as of the date of filing these Articles of Amendment to the initial Articles of Organization with the State of Florida and remain perpetual, or until dissolved in a manner provided by law, or as provided in the regulations adopted by the members.

ARTICLE XI

INDEMNIFICATION

The Company shall indemnify managers and/or members of the Company who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the managers and/or members was a party because the managers and/or members is or was a manager and/or member of the Company against reasonable attorney fees and expenses incurred by the managers and/or members in connection with the proceeding. The Company may indemnify an individual made a party to a proceeding because the individual is or was a member, manager, employee or agent of the Company against liability if authorized in the specific case after determination, in the manner required by the member(s), that indemnification of the member, manager, employee or agent, as the case may be, is permissible in the circumstances because the member, manager, employee or agent has met the standard of conduct set forth by the member(s). The indemnification and advancement of attorney fees and expenses for managers, employees and agents of the Company shall apply when such persons are serving at the Company's request while a member, manager, employee or agent of the Company, as the case may be, as a member, manager, partner, trustee, employee or agent of another foreign or domestic Company, partnership, joint venture, trust, employee benefit plan or other enterprise, whether or not for profit, as well as in their official capacity with the Company. The Company also may pay for or reimburse the reasonable attorney fees and expenses incurred by a member, manager, employee or agent of the Company who is party to a proceeding in advance of final disposition of the preceding. The Company also may purchase

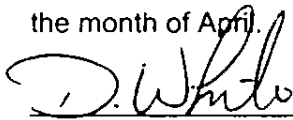
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STATE OF FLORIDA

and maintain insurance on behalf of an individual arising from the individual's status as a member, manager, employee or agent of the Company, whether or not the Company would have power to indemnify the individual against the same liability under the law. All references in these Articles of Organization are deemed to include any amendment or successor thereto. Nothing contained in these Articles of Organization shall limit or preclude the exercise of any right relating to indemnification or advance of attorney fees and expenses to any person who is or was a member, manager, employee or agent of the Company or the ability of the Company otherwise to indemnify or advance expenses to any such person by contract or in any other manner. If any word, clause or sentence of the foregoing provisions regarding indemnification or advancement of the attorney fees or expenses shall be held invalid as contrary to law or public policy, it shall be severable and the provisions remaining shall not be otherwise affected. All references in these Articles of Organization to "member", "manager", "employee" and "agent" shall include the heirs, estates, executors, administrators and personal representatives of such persons.

The undersigned, being the original and amended members of the limited liability company, certify that this instrument constitutes the proposed Articles of Amendment to Articles of Organization of First Class Appliance Repair, LLC.

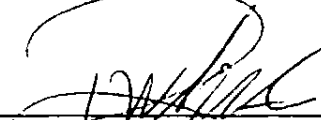
Executed by the undersigned at:

1240 West 10th Street, Unit 3, West Palm Beach, FL 33404 on this 2019 year on the 1st day of the month of April.



Delroy Melvin White Jr.

DL#: W300-173-83-446-0



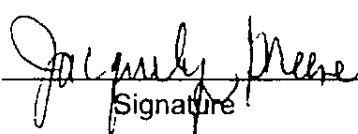
Rhyshena Reena White

DL#: W300-736-79-669-0

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CLERK OF DISTRICT COURT
FIRST CLASS APPLIANCE REPAIR, LLC

The foregoing instrument was acknowledged before me this 2019 year on the 1st day in the month of April, by Delroy Melvin White Jr., authorized member on behalf of First Class Appliance Repair, LLC, a limited liability company.

Notary Public:

 Jacquelyn Greene Woodard
Signature Printed Name

Identification Presented: Florida Driver License W 300-173-83-446-0

