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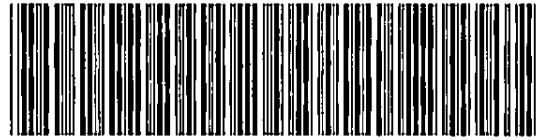
(Business Entity Name)

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19 OCT - 1 PM 3:45

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COVER LETTER

TO: New Filing Section
Division of Corporations

19 OCT -1 PM 3:45

SUBJECT: Smilers Club 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:

Dow Miller
Name of Person
Firm/Company
2750 Taylor Ave, Suite A-45
Address
Orlando, FL 32806
City/State and Zip Code
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Dow Miller 407 496-3456
Name of Person at () 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:

19 OCT -1 PM 3:45

Smiler Club 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:

Mailing Address:

2750 Taylor Ave, Suite A-45

Orlando, FL 32806

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:

Dow Miller

Name

2750 Taylor Ave, Suite A-45

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

Orlando

FL

32806

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..

Dow Miller

Registered Agent's Signature (REQUIRED)

(CONTINUED)

ARTICLE IV-

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

19 OCT -1 PM 3:45

Title:
"AMBR" = Authorized Member
"MGR" = Manager
MGR

Name and Address:
Dow Miller
2750 Taylor Ave. Suite A-45
Orlando, FL 32806

(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.)

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.

Attached _____

REQUIRED SIGNATURE: *Dow Miller*

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.

Dow Miller
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)**

Articles of Organization and Operating Agreement
For
Florida Limited Liability Company

19 OCT -1 PM 3: 45

OF

Smilers Club, LLC

This Agreement of Limited Liability Company (the "Limited Liability Company Agreement" or the "Agreement"), is entered into effective as of 1 day of September, 2019, by Dow Miller.

ARTICLE 1: Name and Place of Business

The name shall Smilers Club, LLC. Its registered office is at 2750 Taylor Ave, Suite A-45; Orlando, FL 32806, and its registered agent is Dow Miller. Its principal place of business is 2750 Taylor Ave, Suite A-45; Orlando, FL 32806, or such other place or places as the Managing Members may hereafter determine.

ARTICLE 2: Business Purpose and Term of Company

Section 2.1 Character of the Business

The purpose of the Company shall be to market and sell various products and conduct any and all other lawful business.

Section 2.2 Term of Company.

The term of the Company shall commence on the date the Articles of Organization of the Company were filed with the Florida Secretary of State in accordance with the provisions of the Florida Limited Liability Company Act, Chapter 608, Florida Statutes, as amended from time to time ("the Act") and shall continue until dissolved and terminated pursuant to Article 9 hereof.

Section 2.3 Other Qualifications.

The Company shall file or record such documents and take such other actions under the laws of any jurisdiction as are necessary or desirable to permit the Company to do business in any such jurisdiction as is selected by the Company and to promote the limitation of liability for the Members in any such jurisdiction.

ARTICLE 3: Management of the Company

Section 3.1 General.

Dow Miller shall be the sole Member/Members of the Company and shall be the sole Managing Members and shall be responsible for the management of the Company, and shall have the

fullest right, power, and authority to manage, direct, and control all of the business and affairs of the Company and the transaction of business on its behalf.

19 OCT -1 PM 3:45

Section 3.2 Required Contributions.

If needed, the Managing Members shall advance and provide, or cause to be provided, all funds required to pay when due (i) all mortgages, including purchase money mortgages, (ii) all taxes, special assessments and improvement liens, if any, insurance premiums, and all other ordinary charge and expenses thereof, if any, and (iii) any extraordinary charges, liens, and/or encumbrances which may hereafter be determined by Members holding in the aggregate of not less than fifty-one percent (51%) of the interests in the Company to be necessary or desirable to properly hold, manage, protect and preserve the Company Property.

Section 3.3 Company Property.

Title to the Company Property shall be held in the name of the Company.

Section 3.4 Powers of Managing Member as to Company Property.

The powers and duties of Managing Members with respect to the Company Property shall be limited to the following and subject to the provisions of Section 2.1 herein:

- 3.4.1 To acquire in the name of the Company, real and personal property for and on behalf of the Members and to retain the same without liability in the event of decrease in the value thereof, and to borrow from such sources as the Managing Members deem necessary or appropriate such funds on such terms and conditions as the Managing Members deem acceptable to acquire, maintain, operate or refinance the Company Property and to secure the same by one or more mortgages on the Company Property.
- 3.4.2 To manage the day to day affairs and business of the Company, including the operation, leasing and rental of the Company Property and the collection of income and payment of expenses, and to employ such accountants and attorneys and other professionals as determined necessary by the Managing Members for proper management of the Company.
- 3.4.3 To receive, hold and disburse such funds as shall be paid to Managing Members by Members for holding, managing protecting and preserving the same including without limitation, the payment of the charges and expenses of the Company Property specified herein.
- 3.4.4 When so directed in writing by Members holding the aggregate of not less than sixty-six percent (66%) of the interest in the Company, to sell, exchange, mortgage, encumber, or partition of the Company Property or any portion thereof, and to execute and deliver such deeds, and other documents as may be necessary to consummate any such transaction. It being understood that without authorization of

the Members holding in the aggregate not less than sixty-six (66%) percent of the interest in the Company Property, the Managing Members will not sell, exchange, mortgage, encumber, or partition the Company Property. Provide that the Managing Members may refinance an existing mortgage or encumbrance without the consent or approval of any of the Members in the event the Managing Members deem such refinance is in the best interest of the Company.

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- 3.4.5 To collect, receive and hold the rents, issues and profits of the Company Property, to account for the same to Members not less than quarterly, and to distribute to Members, in proportion to their respective interests, such parts or all of such rents, issues and profits as Managing Member may deem appropriate or advisable subject to the provisions of Section 5.2.
- 3.4.6 Upon the sale and conveyance or exchange of the Company Property, to account to Members in proportion to their several interests and to distribute to or upon the directions of Members their respective shares of the net proceeds of such sale and conveyance or exchange subject to the provision of Section 5.2.
- 3.4.7 Upon termination of the Company, whenever and however that may occur, to incur all such expenses as shall be necessary in connection with the discharge of the duties of Managing Members hereunder.
- 3.4.8 Upon proper resolution by the Managing Members, the Managing Members may designate one of the Managing Members to have authority to exercise all powers of the Company as described in this Section.

Section 3.5 No Compensation.

Except as set forth herein, the Managing Members shall neither receive from Members nor deduct from the proceeds derived from the Company Property any compensation for services as Managing Members, but the Managing Members shall be reimbursed by Members or shall be entitled to deduct from the rents, issues and profits or proceeds derived from the Company Property all expenses properly incurred by Managing Members in performance of Managing Members' duties hereunder.

Section 3.6 Removal of Managing Member.

Members holding in the aggregate not less than fifty-one percent (51%) of the interests in the Company may remove a Managing Member, and elect a successor Managing Member, or Managing Members, whereupon the Managing Member or Managing Members so removed shall forthwith execute and deliver to the successor Managing Member or Managing Members such documents as shall be necessary or desirable to convey management of the Company to the successor Managing Member, or Managing Members, together with all books, accounts, funds, and other documents or matters pertinent to the Company, whereupon the successor Managing Member or Managing Members shall succeed to all of the rights and duties of the removed Managing Member. In the event of the death or disability of the Managing Member, or inability or refusal of the Managing

Member to continue to act as such Managing Member, or upon the voluntary resignation of the managing Member, a successor Managing Member or Managing Members, as the case may be, shall be elected and succeeded to the rights and duties of the former Managing Member, in the same manner. Upon such removal or resignation and after completion of conveyance of the documents, books and records set forth above, and delivery of any accounting for all funds, documents, books, records, etc., to the successor Managing Member or Managing Members, the removed or resigned Managing Member or Managing Members.

13 OCT - 1 PM 3:45

ARTICLE 4. Liability of the Members

Section 4.1 Liability of Member.

The Members shall not be personally liable for the expenses, liabilities, debts, or obligations of the Company except as provided in the Act or as agreed to by a Member.

Section 4.2 Liability of Members to the Company

If any Member fails or refuses to contribute to the Managing Member any funds required or needed to be contributed as set forth in Section 3.2, the remaining Members may, at their option:

- 4.2.1 Deem the defaulting Member to have withdrawn from the Company and may elect to purchase the interest of the defaulting Member in the Company, such election to be effective upon giving notice by certified or registered mail, return receipt requested, to the address of such Member set forth on Exhibit A, provided, however, and notwithstanding the foregoing, no Member may be deemed a defaulting member nor deemed to have withdrawn from the Company save and unless the Member shall have been given notice by the Managing Member of both the funds required or needed and that failure to pay the same within ten (10) days shall constitute the Member a defaulting Member hereunder, and following which notice, the Member shall fail to pay the required funds within such ten (10) day period.
 - (a) The purchase price for the interest of such Member in the Company shall be the fair market value of such interest and is to be agreed upon between parties or if the parties are unable to agree upon a price, then the price is to be determined by arbitration proceedings pursuant to the applicable provisions of the Florida Statutes.
 - (b) The purchase price shall be paid by the promissory note of the purchasers at the then prime rate of as published by the Wall Street Journal payable over sixty (60) months.

In the event that the Members fail to (or otherwise do not) follow the procedure outlined in Paragraph 4.2.1 above, then the Managing Members may (at the Managing Members' sole election) either:

- 19 OCT 2017 3:45
- 4.2.2 Subject to the provisions of Section 2.1 herein, borrow on behalf of the Members on such terms and at such interest rate as Managing Members in Managing Members' sole discretion deem reasonable, sufficient funds to make payment of the mortgage payments, interest charges, taxes or other expenses and Managing Member is authorized to pledge as a security for such loan the defaulting Member's interest in the Company, or
- 4.2.3 Subject to the provisions of Section 2.1 herein, sell on ten (10) days written notice to the defaulting Member and to the other Members of the time and place of such sale, the interest of the defaulting Member in the Company, to the highest bidder among the remaining Members, or failing a bid from any of the remaining Members, to any person. Upon consummations of such sale the Managing Member is to pay the defaulting Member the net proceeds of such sale less all expenses advanced on behalf of the interest of said defaulting Member's interest.

ARTICLE 5: Distributions

Section 5.1 Distributions.

Cash of the Company or proceeds from the sale of assets which is not required, in the sole judgment of the Managing Members, to meet the obligations of the Company, nor, in the sole discretion of the Managing Members, necessary for future Company operations, shall be distributed to the Members from time to time when and as determined by the Managing Members or on authority of Managing Members.

Section 5.2 Intentionally Deleted

Section 5.3 Return of Member's Contributions.

No Member shall have the right to receive a return of any of its contributions to the Company until the Company is dissolved and terminated and its affairs completed in accordance with this Agreement and the Act, except that Managing Member's contribution to the Company may be returned to it at the discretion of Managing Members.

ARTICLE 6: Accounting and Fiscal Matters

Section 6.1 Maintenance of and Access to Records.

The Managing Members shall keep, or shall cause the Company's accountants to keep full, accurate, complete and proper books and records of all of the operations of the Company.

Section 6.2 Fiscal Year.

The Company shall adopt the calendar year for financial and income tax purposes.

Section 6.3 Company Tax Returns.

The Managing Members shall cause the preparation and timely filing of all tax or information returns required to be filed by or on behalf of the Company and the timely payments of all taxes due from the Company. The Managing Members shall, on behalf of the Company, make such tax elections as it shall deem to be in the best interests of the Company and of the Members, and shall be the Tax Matters Members of the Company as that term is used in Subchapter C of Chapter 63 of the Internal Revenue Code.

Section 6.4 Tax Treatment.

The Company elects to be treated as a partnership pursuant to the Internal Revenue Code, and all Members agree to take any and all actions necessary to effectuate partnership tax treatment.

ARTICLE 7: Limitations on Dispositions of Members' Interests

Section 7.1 Basic Restrictions.

The Member, or Members if there shall be additional members in the future, may sell or assign all or a portion of the interest of that Member provided that the other Member or Members shall consent to same.

Section 7.2 Transfer at Member's Death.

Upon the death of any Member who is a natural person, the deceased Member's interest in the Company may be devised or bequeathed by the owner and holder thereof or shall, of such owner and holder shall die intestate, pass to his heirs at law. During the period of administration of the estate of any such deceased beneficial owner his personal representative shall hold and exercise all of the powers and privileges and shall be subject to all of the duties and obligations of such decedent, and after completion of administration of such estate all such powers, privileges, duties and obligations shall pass to and devolve upon such legatee(s), or heir(s).

Section 7.3 Certain Transfers by Operation of Law.

In the event of the bankruptcy of any of the Members, the trustee in bankruptcy or other successor in interest of any of the Members shall be entitled to receive the shares of revenues from production and other income, receipts, or gain which the bankrupt Member would have been entitled to receive the shares of revenues from production and other income, receipts, or gain which the bankrupt Member would have been entitled to receive under the terms of this Agreement and, upon the dissolution of the Company, the share of the net assets of the Company which the bankrupt Member would be entitled to receive upon such dissolution under the terms of this Agreement, but such trustee in bankruptcy or other successor in interest shall not thereby become a Member, nor have any of the other rights herein conferred upon the Members.

19 OCT -1 PM 3:45

Section 7.4 INTENTIONALLY DELETED.**Section 7.5 Pledges; Foreclosures.**

Notwithstanding the limitations set forth in Section 7.1, should any Member mortgage, pledge, or otherwise encumber all or any part of their respective interests in the Company at any time, provided, that, in the event of any foreclosure upon the Member's interest in the Company (or any part thereof) by a creditor of the Member, such foreclosure shall not operate as a dissolution of the Company or relieve the Member of any of its obligations hereunder, and the party acquiring such interest at any sale upon such foreclosure shall not thereby become a Member, nor have any of the rights herein conferred upon the Members, except that such party shall be entitled to receive the cash distributed by the Company which the respective Member would have been entitled to receive under the terms of this Agreement, and, upon the dissolution of the Company, the net assets of the Company which the respective Member would be entitled to receive upon such dissolution under the terms of this Agreement.

ARTICLE 8: Amendment of Agreement**Section 8.1 Amendment.**

Any amendment or supplement to this Agreement shall only be effective if in writing and signed by the Members and the Company as follows: Members holding in the aggregate not less than sixty-six percent (66%) of the interests in the Company, by written instrument signed and witnessed with the formality of an instrument required for the conveyance of real estate, and delivered to the Managing Members, shall have the right to modify, amend, or terminate this Agreement and the Company, that no such instrument, unless unanimously agreed to by all Members, shall change the percentage of the interest in the Company whose authorization or consent is required to modify, amend, terminate this Agreement or to sell, exchange, or partition the Company Property. Upon the termination of this Agreement, whenever and however that may occur in the absence of unanimous agreements to the contrary, the Company Property and all cash and other property then held by the Managing Members pursuant hereto, shall be ratably distributed subject to the provisions of Section 9.2.1(c), as soon as practicable, to the holders of the interests in the Company, their heirs, successors, and assigns.

ARTICLE 9: Dissolution**Section 9.1 Dissolution.**

The Company shall exist perpetually and shall be dissolved, and shall terminate and wind up its affairs, only upon the consent of the Members to dissolve the Company.

Section 9.2 Liquidation.

9.2.1 If the Company shall be dissolved, no further business shall be conducted by the

Company except for the taking of such action as shall be necessary for the winding up of its affairs and the distribution of its assets to the Members pursuant to the provisions of this Article 9. Upon such dissolution, the Managing Members shall act as liquidators or shall select a liquidator. The liquidator (whether the Managing Members or a liquidator selected by the Managing Members) shall have full authority to wind up the affairs of the Company and to make final distribution as provided herein. Upon such dissolution of the Company, the liquidator shall take the following steps:

- (a) determine which Company properties and assets should be distributed in kind, and dispose of all other Company properties and assets at the best cash price obtainable therefor; and
- (b) pay all Company debts and liabilities, in the order of priority as provided by law, or otherwise make adequate provision therefore;
- (c) file a certificate of cancellation pursuant to Act upon the completion of the winding up of the Company.

9.2.2 Thereafter, the liquidator shall comply with all requirements of the Act, or other applicable law, pertaining to the winding up of a limited liability company, at which time the Company shall stand terminated.

ARTICLE 10: Miscellaneous Provisions

Section 10.1 Nature of Interest of Members.

The interest of the Members in the Company is personal property.

Section 10.2 Applicable Law.

Notwithstanding the place where this Agreement may be executed by any of the parties hereto, this Agreement, the rights and obligations of the parties hereto, and any claims and disputes relating thereto, shall be subject to and governed by the Act and the other laws of the State of Florida, and such laws shall govern the limited liability company aspects of this Agreement.

Section 10.3 Severability.

Any provision of this Agreement which is invalid, illegal, or unenforceable in any respect in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality, or un-enforceability without in any way affecting the validity, legality, or enforceability of the remaining provisions hereof, and any such invalidity, illegality or enforceability of such provisions in any other jurisdiction.

Section 10.4 Headings.

The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

19 OCT - 1 PM 3:45

Section 10.5 Rights and Remedies Cumulative.

The rights and remedies provided by this Agreement are given in addition to any other rights and remedies the Members may have by law, statute, ordinance or otherwise. All such rights and remedies are intended to be cumulative and the use of any one right or remedy by the Members shall not preclude or waive such Member's right to use any or all other rights or remedies.

Section 10.6 Pronouns.

Any pronoun and any variation thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the Members may require.

Section 10.7 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be a duplicate original, and all of such executed counterparts together shall be and constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Operating Agreement of Limited Liability Company as of this September 11, 2019.

Dow Miller