

L19000263186

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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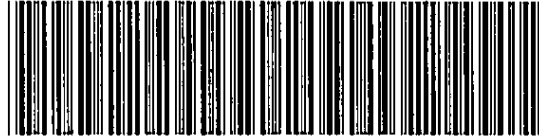
(Business Entity Name)

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19 NOV -1 PM 12:29

**LIMITED LIABILITY COMPANY ARTICLES OF  
ORGANIZATION  
OF**

**Weusi Publishing International, LLC**

19 NOV -1 PM 12: 39

**ARTICLE I – ADDRESS**

The mailing address and the street address is:

**PRINCIPLE OFFICE ADDRESS:**

975 N. Miami Beach Blvd., #200  
N. Miami Beach, FL 33162

**MAILING ADDRESS:**

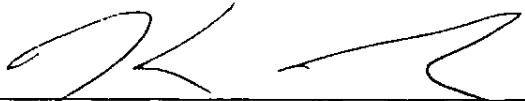
975 N. Miami Beach Blvd., #200,  
N. Miami Beach, FL 33162

**ARTICLE II – REGISTERED AGENT, REGISTERED OFFICE, AND REGISTERED AGENT'S  
SIGNATURE**

The name and Florida address for the Registered Agent is:

MR. KENNETH W. LONGDON, JR.  
AMBR/REGISTERED AGENT  
975 N. Miami Beach Blvd., #200  
N. Miami Beach, FL 33162

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.



AMBR/REGISTERED AGENT, MR. KENNETH W. LONGDON, JR.  
975 N. Miami Beach Blvd., #200  
N. Miami Beach, FL 33162

### **ARTICLE III – CAPITOL CONTRIBUTIONS**

The Member has contributed 100% of the capitol investment into the Company, to the sum of \$2,561.82 to date.

### **ARTICLE IV - THE NAME AND ADDRESS OF EACH PERSON AUTHORIZED TO MANAGE AND CONTROL THE LIMITED LIABILITY COMPANY**

MR. KENNETH W. LONGDON, JR.  
AMBR/REGISTERED AGENT  
975 N. Miami Beach Blvd., #200  
N. Miami Beach, FL 33162

### **ARTICLE V – EFFECTIVE DATE/TERM**

The effective date is the date of signing of these articles and the term is perpetual.

### **ARTICLE VI – PURPOSE/STATUTORY AUTHORITY**

The purpose of the Company is to engage in and conduct any and all lawful businesses, activities or functions, and to carry on any other lawful activities in connection with or incidental to the foregoing, as the Member in his discretion, shall determine. Statutory authority is granted pursuant to Florida Revised Limited Liability Company Act (Fla. Stat. § 605.0101 et seq) and any other applicable state, local and federal laws.

### **ARTICLE VII – INDEMNIFICATION STATEMENT**

a) The Member (including, for purposes of this Section, any estate, heir, personal representative, receiver, trustee, successor, assignee and/or transferee of the Member) shall not be liable, responsible or accountable, in damages or otherwise, to the Company or any other person for: (i) any act performed, or the omission to perform any act, within the scope of the power and authority conferred on the Member by this agreement and/or by the Statutes except by reason of acts or omissions found by a court of competent jurisdiction upon entry of a final judgment rendered and unappealable or not timely appealed (“Judicially Determined”) to constitute fraud, gross negligence, recklessness or intentional misconduct; (ii) the termination of the Company and this Agreement pursuant to the terms hereof; (iii) the performance by the Member of, or the omission by the Member to perform, any act which the Member reasonably believed to be consistent with the advice of attorneys, accountants or other professional advisers to the Company with respect to matters relating to the Company, including actions or omissions determined to constitute violations of law but which were not undertaken in bad faith; or (iv) the conduct of any person selected or engaged by the Member.

b) The Company, its receivers, trustees, successors, assignees and/or transferees shall indemnify, defend and hold the Member harmless from and against any and all liabilities, damages, losses, costs and expenses of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by the Member (including

amounts paid in satisfaction of judgments, in settlement of any action, suit, demand, investigation, claim or proceeding ("Claim"), as fines or penalties) and from and against all legal or other such costs as well as the expenses of investigating or defending against any Claim or threatened or anticipated Claim arising out of, connected with or relating to this Agreement, the Company or its business affairs in any way; provided, that the conduct of the Member which gave rise to the action against the Member is indemnifiable under the standards set forth herein.

c) Upon application, the Member shall be entitled to receive advances to cover the costs of defending or settling any Claim or any threatened or anticipated Claim against the Member that may be subject to indemnification here-under upon receipt by the Company of any undertaking by or on behalf of the Member to repay such advances to the Company, without interest, if the Member is Judicially Determined not to be entitled to indemnification as set forth herein.

d) All rights of the Member to indemnification under this Agreement shall (i) be cumulative of, and in addition to, any right to which the Member may be entitled to by contract or as a matter of law or equity, and (ii) survive the dissolution, liquidation or termination of the Company as well as the death, removal, incompetency or insolvency of the Member.

e) The termination of any Claim or threatened Claim against the Member by judgment, order, settlement or upon a plea of *nolo contendere* or its equivalent shall not, of itself, cause the Member not to be entitled to indemnification as provided herein unless and until Judicially Determined to not be so entitled.

#### **ARTICLE VIII – ADMISSION OF NEW MEMBERS/RESTATING OF ARTICLES OF ORGANIZATION**

The Company reserves the right admit new Members (or transferees of any interests of existing Members) into the Company by consent of the Member, and adoption of a "Restated Articles of Organization" by the Member stating such addition of member(s). These Articles of Organization may be revised by the approval of a "Restated Articles of Organization" by the Member.

19 NOV - 1 PM 12:00

IN WITNESS WHEREOF, the parties have executed these Articles of Organization this 30<sup>th</sup>  
day of

October, 2019.

WEUSI PUBLISHING INTERNATIONAL, LLC

By: \_\_\_\_\_

MR. KENNETH W. LONGDON, JR.  
AMBR/REGISTERED AGENT  
975 N. MIAMI BEACH BLVD., #200  
N. MIAMI BEACH, FL 33162

19 NOV -1 PM 12:00

State of Florida County of Miami-Dade  
Subscribed and sworn before me on 10/20/19  
[Signature]  
(Notary Signature) (Date)



Jamie Frye  
Notary Public  
State of Florida  
My Commission Expires 04/22/2022  
Commission No. GG 209825