

L19000295275

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

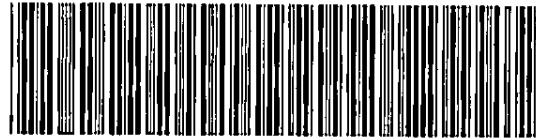
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



300335941583

10/28/19--01032--012 ++130.00

DEC 11 PM 2:02

J DENNIS

DEC 11 2019

COVER LETTER

TO: New Filing Section
Division of Corporations

9. 11. 11
19 DEC 11 PM 2: 08

SUBJECT: Faith's Journey Publishing, 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:

Donna T. Colosimo-Bass

Name of Person

Faith's Journey Publishing, LLC

Firm/Company

1903 Stone Blvd

Address

Melbourne, Florida 32935

City/State and Zip Code

brucebass@outlook.com

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

For further information concerning this matter, please call:

Bruce Bass

at (321)

610-3100

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:

Faith's Journey Publishing, 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:

1903 Slone Blvd
Melbourne, Florida 32935

Mailing Address:

1903 Slone Blvd
Melbourne, Florida 32935

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:

Bruce Bass

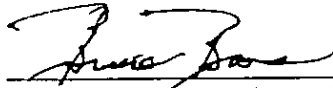
Name

1903 Slone Blvd

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

<u>Melbourne.</u>	<u>Florida</u>	<u>32935</u>
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)

19 DEC 11 PM 2: 54

ARTICLE IV-

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

Title:

"AMBR" = Authorized Member

"MGR" = Manager

MGR

AMGR

Name and Address:

Donna T. Colosimo-Bass

1903 Slone Blvd

Melbourne, Florida 32935

Bruce Bass

1903 Slone Blvd

Melbourne, Florida 32935

(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.

See attached OPERATING AGREEMENT.

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.

Bruce Bass

Typed or printed name of signer

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 OF "Faith's Journey Publishing, LLC"

This Operating Agreement is made and adopted effective _____ by **Faith's Journey Publishing, LLC**, a limited liability company organized under the laws of FLORIDA, **Faith's Journey Publishing, LLC** and **Donna T Colosimo-Bass**, its sole member.

ARTICLE I - ORGANIZATION

Section 1.1 – Company Formation and Duration. The Company has been organized as a limited liability company managed by its members. The Company shall commence on the date of filing of the Articles of Organization and shall exist until the Company dissolves and its affairs are wound up in accordance with this Operating Agreement or applicable law.

Section 1.2 – Single Member. The Member is the sole member of the Company, and is the only person having rights in the Company, including, but not limited to, the right to receive distributions of the Company's assets and the right to vote and manage Company affairs.

Section 1.3 – Books and Records. The Company shall maintain complete and accurate books and records of the Company's business and affairs.

Section 1.4 – Amendment; Entire Agreement. This Operating Agreement may be amended at any time by the Member, for any reason. This Operating Agreement, as may be amended, constitutes the entire agreement between the Member and Company with respect to the subject matter hereof.

ARTICLE II – MANAGEMENT AND VOTING

Section 2.1 – Member Management. The Company shall be managed solely by the Member, who may be known as and hold whatever title(s) the Member chooses.

Section 2.2 – Voting. The Member is entitled to 1 vote on each matter submitted to a vote. Any and all Company actions or decisions shall require an affirmative vote of the Member.

Section 2.3 – Member Authority. The Member has the sole power and authority, on behalf of the Company, to carry out the Company's business and affairs, including, without limitation, the sole power and authority to acquire, encumber, or convey real or personal property from any source and through any means; engage in any financial transactions on behalf of the Company, including opening, maintaining, or closing accounts, borrowing money, or the like; entering into contracts on behalf of the Company; commence, prosecute, or defend any legal proceedings in the Company's name; and carry on any other business or affairs of the Company not specifically provided herein, that is not in contravention of applicable law.

Section 2.4 – Indemnification. Unless otherwise provided by law, the Member is not liable for the acts, debts, or obligations of the Company. The Company shall indemnify, defend, **Donna T Colosimo-Bass**, and hold the Member harmless from and against any losses, claims, costs, damages, and liabilities, including, without limitation, judgments, fines, amounts paid in settlement, and expenses incurred by the Member in any civil, criminal, or investigative proceeding in which he or she is involved or threatened to be involved by reason of the Member's membership in or management of the Company.

ARTICLE III – CAPITAL CONTRIBUTIONS

Section 3.1 – Capital Contributions. The Member has made or will make an initial contribution to the capital of the Company, as set forth in Company records. If the Member determines that additional funds are needed for the working capital of the Company, the Member may contribute additional capital.

ARTICLE IV – DISTRIBUTIONS

Section 4.1 – Allocations and Distributions. Any and all profits and losses shall be allocated to the Member. Distributions may be made to the Member as determined by the Member unless otherwise provided by applicable law.

ARTICLE V – MEMBERSHIP CHANGES

Section 5.1 – New Members. The Member may by majority vote admit new member in the Company and issue additional membership interests to new members. Any new members shall, before being admitted and as a condition to admission, execute any document or documents required by the Company, agree to be and become a member of the Company, and agree to be bound by the terms of the Company Operating Agreement, which shall be amended by the Member prior to the admission of any new members to include terms and conditions suitable for a multi-member limited liability company.

Section 5.2 – Transfers. The Member may voluntarily sell, transfer, assign, encumber, pledge, convey, or otherwise dispose of part or all of Member's membership interest in Company, and in such instance, the transferee is automatically admitted as a new member, subject to Section 5.1.

ARTICLE VI – DISSOLUTION

Section 6.1 – Dissolution. The Company shall dissolve, and its affairs shall be wound up on the consent of the Member. On dissolution, the Company shall cease carrying on its business and affairs and shall begin to wind them up. The Company shall complete the winding up as soon as practicable. On the winding up of the Company, its assets shall be distributed in a manner consistent with applicable law.

THE COMPANY Faith's Journey Publishing, LLC

By: Donna T Colosimo-Bass

Its: Sole Member:

Printed Name: **Donna T Colosimo-Bass**