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(Requestor's Name)

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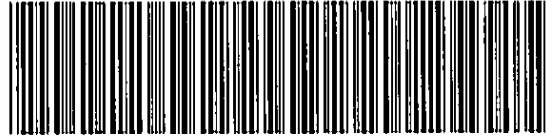
(Business Entity Name)

(Document Number)

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Thomas G. Eckerty, P.A.

ATTORNEY AT LAW
12734 KENWOOD LANE, SUITE 89
FORT MYERS, FLORIDA 33907-5638
(239)936-8338
FAX: (239) 936-2988
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February 4, 2020

Division of Corporations
New Filing Section
2415 N. Monroe Street, Suite 810
The Centre of Tallahassee
Tallahassee, Florida 32303

RE: Abacus Home Improvement, LLC

FILED
2020 FEB - 5 AM 7:42
SECRETARY OF STATE
TALLAHASSEE, FL

Dear Sir or Madam:

The enclosed Articles of Organization, Operating Agreement, Consent to use Name, and fee(s) are submitted for filing. Please return all correspondence concerning this matter to the following:

Thomas G. Eckerty
12734 Kenwood Lane
Suite 89
Fort Myers, Florida 33907

One of the principals of the LLC has a current fictitious name, Abacus Home Improvement. He has consented to this new entity being formed with that name. The consent for this is included. For further information concerning this matter, please call: Thomas G. Eckerty, Esquire at (239) 936-8338.

Enclosed is a check for the following amount:

<input type="checkbox"/> \$125.00 Filing Fee	<input type="checkbox"/> \$130.00 Filing Fee & Certificate of Status	<input type="checkbox"/> \$155.00 Filing Fee & Certified Copy (additional copy is enclosed)	<input type="checkbox"/> \$160.00 Filing Fee & Certificate of Status & Certified Copy (additional copy is enclosed)
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Mailing Address

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

Street/Courier Address

New Filing Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, Florida 32303

ARTICLES OF ORGANIZATION
OF
ABACUS HOME IMPROVEMENT, LLC

ARTICLE I
Name

The name of the limited liability company shall be **ABACUS HOME IMPROVEMENT, LLC**

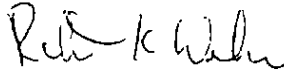
ARTICLE II
Address

The mailing and street address of the principal office of the limited liability company is: 7410 Lake Breeze Drive, Unit 407, Fort Myers, Florida 33907.

ARTICLE III
Designation of Registered Agent and Certificate of Acceptance

The name and address of the Registered Agent and office of the limited liability company shall be **ROBERT K. WEBER**, 7410 Lake Breeze Drive, Unit 407, Fort Myers, Florida 33907.

I, Robert K. Weber, 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.



Robert K. Weber

ARTICLE IV
Management

The initial managers for the limited liability company shall be **ROBERT K. WEBER, MGR** and, **DANIEL J. SAXE, MGR**.

ARTICLE V
Initial Members

The initial members of the limited liability company are as follows:

Coastal Construction and Inspection Corp.
7410 Lake Breeze Drive, Unit 407
Fort Myers, Florida 33907

Daniel J. Saxe
9521 My Way Lane
Fort Myers, Florida 33919

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ARTICLE VI
Purpose

This limited liability company is created for the purpose of transacting all lawful business as may be agreed.

ARTICLE VI
Property

Real or personal property originally brought into or transferred to the Company, or acquired by the Company by purchase, or otherwise, shall be held and owned, and conveyance shall be made in the name of this limited liability company.

IN ACCORDANCE WITH Section 605.0203(1)(b), Florida Statutes the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true. 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 §817.155, F.S.

4th IN WITNESS WHEREOF, the parties hereto have executed these Articles of Organization on this day of February, 2020.

Attest:

[Signature]

Print Name: Thomas F. Wherry

[Signature]

Robert K. Weber

[Signature]

Print Name: Kristen M. Eckerty

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 4th day of February, 2020, by Robert K. Weber.

NOTARY STAMP OR SEAL



[Signature]
Notary Public: Kristen M. Eckerty
Commission Expiration: GG 275736
Commission No.: November 12 2022

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2020 FEB - 5 AM 7:42
SECRETARY OF STATE
TALLAHASSEE, FL

Consent to Use Name

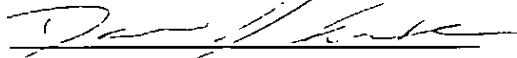
STATE OF FLORIDA
COUNTY OF LEE

COMES NOW Daniel Saxe who is the owner of a fictitious name to-wit Abacus Home Improvement, under which name Daniel Saxe has been doing his home improvement business.

Daniel Saxe is now joining with Robert Weber of Coastal Construction and Inspection Corp. for the purpose of forming a LLC which will operate under the name of Abacus Home Improvement, LLC, which shall be registered as a Florida Limited Liability Company.

By his signature hereon, Daniel Saxe, as the holder of the fictitious name, Abacus Home Improvement, does hereby consent to the formation of the LLC under the name of Abacus Home Improvement, LLC, executed under penalties of perjury this 4th day of February, 2020.

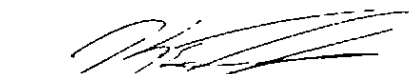
Abacus Home Improvement


Daniel J. Saxe

The foregoing instrument was acknowledged before me, by means of X physical presence or online notarization, this 4th day of February, 2020, by Daniel J. Saxe

NOTARY STAMP OR SEAL




Notary Public: Kristen M Eckerty
Commission Expiration: GG 275736
Commission No.: November 12, 2022

FILED
2020 FEB - 5th AM 7:42
SECRETARY OF STATE
TALLAHASSEE, FL

OPERATING AGREEMENT

THIS OPERATING AGREEMENT made and entered into this 4th day of February, 2020 by and between COASTAL CONSTRUCTION AND INSPECTION CORP., hereinafter referred to as COASTAL, and DANIEL J. SAXE, hereinafter referred to as SAXE, hereinafter referred to collectively as members.

WITNESSETH:

Coastal and Saxe formed a limited liability company shall be members for the purpose of a construction and remodeling business with all related undertakings and any other business lawful under the laws of Florida. The members hereto are Coastal and Saxe, and each member covenants and agrees with the other that said limited liability company shall be managed and maintained upon the terms and conditions hereinafter set forth:

1. **PURPOSE.** This limited liability company shall be created for the purpose of operating a construction and remodeling business and any other business lawful under the Laws of Florida.

2. **NAME.** The limited liability company shall be conducted under the name **ABACUS HOME IMPROVEMENT, LLC**, hereinafter referred to as the Company, and the address shall be 7410 Lake Breeze Drive, Unit 407, Fort Myers, Florida 33907

3. **REGISTERED AGENT.** The initial registered agent for the Company shall be ROBERT K. WEBER, 7410 Lake Breeze Drive, Unit 407, Fort Myers, Florida 33907.

4. **TERM.** The period for which the Company shall continue is Perpetual, or until the earlier occurrence of an event of the withdrawal, retirement, death, bankruptcy or expulsion of a member, or until the voluntary dissolution of the Company by the members. Provided, however, that in the event of any of the events in the preceding sentence, the remaining member may have the right to continue the business, as provided hereafter.

5. **INITIAL MEMBERS.** The names and mailing addresses for the initial members are:

Coastal Construction and Inspection Corp.
7410 Lake Breeze Drive, Unit 407
Fort Myers, Florida 33907

Daniel J. Saxe
9521 My Way Lane
Fort Myers, Florida 33919

6. **CAPITAL INVESTMENT.** The capital investment in the Company shall be as follows:

Coastal	\$ 1000.00
Saxe	\$ 1000.00
Total Capital Investment:	\$ 2,000.00

Said initial capital investment shall be paid in full by the members to the Company.

Any additional capital as shall be deemed necessary from time to time for protecting, carrying on or enlarging the business of the Company shall be contributed by the members of the Company, based upon their proportionate Company interest. In the event any one member shall at any time contribute an amount in excess of his proportionate share, such excess shall be treated as a liability of the Company and repaid to such member as soon as possible.

7. **OWNERSHIP INTEREST.** The ownership interest in the Company shall be as follows:

<u>Name</u>	<u>Percentage</u>
Coastal	50%
Saxe	<u>50%</u>
Total:	100%

The net profits and losses of the Company shall be divided among the members according to their ownership interest, unless otherwise agreed by the members. No member shall have a right at any time to withdraw any part of his original capital contribution without the consent of the other member. If consent is granted, then the other member shall have the right to withdraw the same percentage of his original capital contribution.

8. **RIGHTS AND DUTIES OF MANAGERS.** The affairs of the Company may be managed by a manager, who shall have the power and authority to handle the day-to-day operations of the Company and such other powers as may be set forth hereinbelow.

a. Each member may select and appoint one (1) manager, and said managers shall serve for one (1) year terms, unless sooner replaced by the designated member. The initial manager is as follows:

<u>Designating Member</u>	<u>Manager</u>
Coastal	Robert K. Weber
Saxe	Daniel J. Saxe

b. The manager(s) shall have all of the power necessary to carry on the business of the Company, except that the manager(s) do/does not have the authority to borrow funds, or otherwise to further encumber the property being acquired by the Company without the approval and authorization of the members. The manager(s) is/are authorized to rent, lease or otherwise transfer the real property owned by the Company and to execute all documents related thereto. The manager(s) may, in a writing to be approved by the members, decide as to what actions can be taken by one manager individually; provided, however, that all Deeds of Conveyance, Promissory Notes, and Mortgages shall require the signatures of the members.

c. This Company shall indemnify any manager who was or is a party or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a manager of the Company against expenses (including attorney's fees), judgments, fines and amounts paid in settlement, actually or reasonably incurred by him, in connection with such action, suit or proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. No indemnification shall be made for gross negligence or willful misconduct, and any indemnification must be approved by all of the members.

d. The managers may provide for designations of offices among themselves if they so desire. Any such designation requires the continuing agreement of the members.

e. The members agree that they will each work in all phases of the business however Weber will primarily handle the office, compliance with regulations, and planning the administrative end of the business and Saxe shall primarily handle the budget oversight, operations, and planning. Both managers shall be involved in the bidding of the proposed work for the company. Coastal shall continue to be the qualifying contractor for the company and both managers shall work together to coordinate the various subcontractors and suppliers needed to carry on the company's business. Each shareholder shall work on a full time basis in the company business.

The company shall determine and pay equal salaries to Weber and Saxe as the company business is established. The members agree that compensation will be reevaluated as appropriate as the company moves forward. It is the intention of the members that capital disbursements will be made when available upon the completion of individual jobs.

9. ***RIGHTS AND OBLIGATIONS.*** The rights and obligations of the members are as follows:

a. The members shall have no liability to the Company or to third parties who deal with the Company except to the extent that if a member has not fully contributed his capital contribution, as set forth in the Articles of Organization, he is liable to contribute said amount, or in the event the Company has returned monies to the members on account of member=s capital contribution at a time when the Company had creditors, the members are liable for the return of such distributions, together with interest, in an amount necessary to discharge such obligations.

b. There shall be annual meetings of the members within thirty (30) days of the end of the fiscal year of the Company, at a time and place as established by the members.

c. Formal notice of meetings of the members is not required.

d. There shall be no return of capital, or distribution of profits, until such time as the property owned by the Company is liquidated and the member(s) decide to distribute all or a portion of the proceeds of such sale and terminate the Company. The member(s) may continue the Company after the sale of the initial real estate owned by the Company, as the member(s) shall decide.

e. Upon the withdrawal, retirement, death or bankruptcy of a member, the remaining member(s), if any, shall have the right to continue the business of the Company; provided, however, that in order to do so, any liabilities of the Company to the exiting member(s) shall immediately be paid in full, together with said member(s) earned, but unpaid, profits from the Company's business. Additionally, the exiting member(s) shall be paid for his/their percentage interest of the book value of the assets of the Company in four (4) equal annual installments, together with interest thereon at the annual rate of five percent (5%) per annum, secured by the Company's assets. The members stipulate and agree that the value of the Company shall be 2,000 (Two Thousand) Dollars for the next one (1) year. Thereafter the value of the company shall be determined by the members or the company accountant as the managers deem appropriate.

f. Member approval shall be required for any borrowing by the Company, or for any activity or endeavor in which the assets of the Company are pledged as security therefore. Member approval is also required for any sale or transfer of the assets of the Company which is not in the ordinary course of business. Member approval is required for the admission of additional members to the Company, or for the transfer of a member's interest in the Company; provided, however, that even if the remaining members do not approve the transfer, the transferee shall be entitled to receive the transferring member's share of the profits and the reason of contributions to which the member would otherwise be entitled.

10. **BOOKKEEPING.** The usual books of account shall be kept properly posted and shall be kept by the Company. Each member shall have free access to the books and records at all times and shall be at liberty to make extracts from them as he may desire.

11. **VOTING.** All Company decisions reserved to the members shall be made by an unanimous vote of the members.

12. **DISPUTES.** In the event the members cannot achieve a unanimous vote in a manner of the Company affairs, either Member can petition to have the Company dissolved as provided for by the Florida Statutes, or the members can agree to either voluntarily terminate the Company or to continue the Company as it then exists.

13. **INSURANCE.** Business liability insurance shall be maintained by the Company with a good and responsible insurance company or companies, in amounts to be agreed upon by the managers. Property insurance shall likewise be carried on any properties owned by the Company, not otherwise insured.

14. **DISSOLUTION.**

a. Either member may move to dissolve the Company at any time, and upon dissolution to divide the assets among the members, in accordance with their proportionate interest in it. In the event of dissolution under the provisions of this Operating Agreement, the value of all assets shall be considered equal to the value of these assets as carried on the books of the Company.

b. If either member desires to retain all, or a portion of these assets of the Company after the dissolution of the Company, then that member shall pay to the other member the proportionate interest of the other party, together with any existing debt obligations to said party and hold said member harmless from any future liability with respect to the Company, its operations, assets and liabilities.

15. **INDEMNITY.** Any member who shall violate any of the terms, conditions, and provisions of this Operating Agreement, in addition to being subject to other remedies, liabilities and obligations for this reason imposed upon him in this Operating Agreement, shall keep and save harmless the Company property and shall indemnify the other then member from any and all claims, demands, and actions of every kind and nature whatsoever that may arise out of or by reason of the violation of any of the terms and conditions of this Operating Agreement.

16. **COMPANY ASSETS.** All assets of the Company shall be held in the name of the Company.

17. **MISCELLANEOUS PROVISIONS.**

a. All notices shall be mailed to the members at the addresses set forth in paragraph 5 hereinabove by United States mail or by facsimile transmission.

b. The laws of the State of Florida shall govern the Company, the members and their manager(s). The venue for any actions involving the parties hereto shall be proper if brought in Lee County, State of Florida.

c. Any amendments to this Operating Agreement shall be in writing and approved by all of the members.

d. The paragraph headings preceding the paragraphs herein have been inserted for convenience and reference only, and they shall not be construed to affect the meaning, construction, or effect of this Operating Agreement.

e. This Operating Agreement shall be binding upon and inure to the benefit of the members and their respective successors, assigns, heirs, distributees, and legal representatives.


f. If any term of this Operating Agreement is held invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term nor the validity of any other term of this Operating Agreement shall in any way be affected thereby.

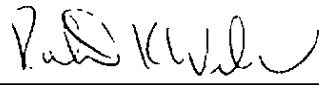
g. No third party shall have any right to demand to become a member of the Company, nor shall any person or entity be entitled to attach the assets of the Company to satisfy a claim against either of the members. A member's interest in the Company may not be partitioned, allocated or otherwise distributed


by any court of law or equity without the written consent of both members, except in an action to dissolve the Company instituted by either of the members.

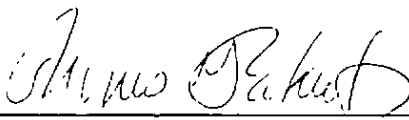
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 4th day of February, 2020.

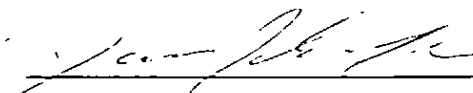
Witnessed by:

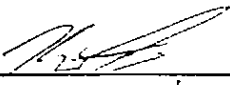

Print name: Thomas G. Eckert


ROBERT K. WEBER


Print name: Kristen M. Eckert


Print name: Thomas G. Eckert


DANIEL J. SAXE


Print name: Kristen M. Eckert

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SECRETARY OF STATE
TALLAHASSEE, FL