

L200000 89618

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

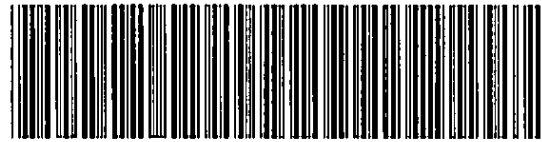
Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only

MAR 26 2020

T. SCOTT



200341977212

03/13/20--01015--008 **100.00

FILED
2020 MAR 13 AM 9:32
T. SCOTT

COVER LETTER

TO: New Filing Section
Division of Corporations

SUBJECT: LIAISON MARKETING, 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:

DAVID J HESS, MGR
Name of Person

LIAISON MARKETING, LLC
Firm/Company

5849 PARADISE CIRCLE
Address

NAPLES, FLORIDA 34110
City/State and Zip Code

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

For further information concerning this matter, please call:

DAVID J HESS at (952) 212-8196
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
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

LIAISON MARKETING, 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:

5849 PARADISE CIRCLE
NAPLES, FLORIDA
34110

Mailing Address:

5849 PARADISE CIRCLE
NAPLES, FLORIDA
34110

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:

DAVID J HESS

Name

5849 PARADISE CIRCLE

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

NAPLES FLORIDA 34110

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.

David J Hess

Registered Agent's Signature (REQUIRED)

(CONTINUED)

2020 MAR 13 AM 9:32

ARTICLE IV-

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

Title:

"AMBR" = Authorized Member

"MGR" = Manager

AMBR

AMBR

MGR

Name and Address:

TERESA D. HESS
5849 PARADISE CIRCLE
NAPLES FLORIDA 34110

GEORGE WHITE
VIA D AREZZO DR
BONITA SPRING, FLORIDA
34135

DAVID J HESS
5849 PARADISE CIRCLE
NAPLES, FLORIDA 34110

(Use attachment if necessary)

ARTICLE V: Effective date, if other than the date of filing: March 6, 2020 (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 MEMBER 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.

DAVID J HESS

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)

LLC OPERATING AGREEMENT

This LLC Operating Agreement (this "Agreement") is made this 06 day of March, 2020, between Teresa D Hess, George E White, (each a "Member" and collectively referred to as the "Members"). The parties agree as follows:

I. Introductory Provisions

1. **Name.** The name of the company shall be Liaison Marketing, LLC. (the "Company").
2. **Principal Place of Business.** The Company's principal place of business shall be at 5849 Paradise Circle, Naples, FL 34110.
3. **Purpose.** The purpose of the Company is to engage in any lawful act or activity for which a Limited Liability Company may be formed within the State of Florida.
4. **Registered Agent.** David Hess is the Company's initial registered agent. The registered office is 5849 Paradise Circle, Naples, FL 34110.
5. **Term.** The term of the Company commences on March 06, 2020 and shall continue until dissolved pursuant to this Agreement.
6. **Limitation of Liability.** The liability of each Member and each employee of the Company shall be limited to the fullest extent provided by law.
7. **Names and Addresses of Members.** The Members' names and addresses are attached as Exhibit 1 to this Agreement.
8. **Fiscal Year.** The fiscal year of the Company shall end on December 31, 2020.

II. Membership Interests, Voting and Management

1. **Initial Members.** The initial Members are those identified in Exhibit 1.
2. **Classification of Membership Interests.** The Company shall issue Class A Voting Capital ("Voting Capital") to the voting Members ("the Voting Members"). The Voting Members have the right to vote in proportion to their respective Percentage Voting Interest ("PVI"). The PVI shall be calculated by dividing the individual Member's Voting Capital by the total Voting Capital. The Company shall issue Class B, Nonvoting Capital ("Nonvoting Capital") to the Members who have no right to vote on any matters. The membership interests and class are included in Exhibit 1.
3. **Percentage Ownership.** The percentage ownership shall be calculated by combining the total of a Member's Voting Capital and Nonvoting Capital and dividing the sum by the total of all the Members' Voting and Nonvoting Capital. The initial percentages are included in Exhibit 1.
4. **Management by Voting Members.** The Voting Members shall manage the Company and vote upon all matters upon which the Members have the right to in proportion to their PVI. The nonvoting Members have no right to vote or participate in management. The Voting Members may only act with majority-in-interest.
5. **Quorum.** The Members holding at least 67% of the Voting Capital in the Company represented in person, by telephonic participation, or by proxy, shall constitute a quorum at any meeting of the Voting Members.
6. **Delegation.** The Members may delegate their powers but not their responsibilities, including voting, to officers or agents or employees of the Company.

7. Transfer. No Member may transfer any interest without the unanimous consent of all Members (excluding the proposed transferor and transferee).

8. New Members. New or additional members may be admitted at any time by affirmative vote of all the Members.

III. Capital Contributions

1. Initial Contributions. The Members initially shall contribute capital as described in Exhibit 2 of this Agreement. The contribution percentages and totals in the schedule shall be adjusted as they change to reflect the admission of new Members or any other event.

2. Additional Contributions. No Member shall be obligated to make any additional contribution to the Company's capital without the prior unanimous consent of the Members.

3. Interest. The Members are not entitled to interest or other compensation on their capital contributions except as expressly provided in this Agreement.

4. Return. No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the Company.

IV. Allocation of Profits and Losses

1. Profits/Losses. For accounting and tax purposes, net profits or net losses shall be determined on an annual basis. Profits and losses will be distributed in proportion to each Member's relative capital interest in the Company as set forth in Exhibit 1.

2. Distributions. The Members shall distribute funds annually or, if determined as necessary by the Voting Members, at more frequent intervals. No Member has the right to demand or receive distribution in any form other than money. No Member may be compelled to accept distribution of assets in lieu of money, except on dissolution and winding up of the Company.

V. Salaries, Reimbursement, and Expenses

1. Organization Expenses. All expenses in connection with the management and organization of the Company will be paid by the Company.

2. Salary. No salary will be paid for performance of duties under this Agreement unless approved in writing by a majority of the Members.

3. Legal and Accounting Services. The Company may obtain legal and accounting services to the extent reasonably necessary.

VI. Records and Reporting

1. Books. The Company shall maintain complete and accurate accounts in proper books of all transactions.

2. Records. The Company shall maintain at its principal office the following: (a) the full name and last known business or residence address of each Member; (b) records detailing all capital accounts, including entries for contributions and distributions, ownership interest, percentage ownership, and voting interests; (c) a copy of the certificate of formation of the Company and any and all amendments; (d) copies of all federal, state, and local income tax or returns and reports for the six most recent taxable years; (e) a copy of this Agreement and any amendments; (f) copies of financial statements of the Company for the six most recent fiscal years; (g) the books or records as related to the internal affairs of the Company; and (h) true and full information regarding the status of the business and financial conditions of the Company, including the amount of cash and

description of the agreed value of any property or services contributed or that will be contributed by Members.

3. Accountings. At the close of each fiscal year, the Voting Members shall make a full and accurate accounting of the affairs of the Company, including a balance sheet, a profit and loss statement, and a statement of the Members' equity showing the respective capital accounts and distributions, if any, and any other information necessary for a complete and fair presentation of the financial condition of the Company.

4. Inspection. Each Member has the right, on reasonable request related to their interest as a Member, to: (a) inspect and copy during normal business hours any of the Company's records described above; (b) obtain from the Company promptly after becoming available a copy of the Company's federal, state, and local income taxes and returns for each fiscal year.

VII. Dissolution and Liquidation

1. Dissolution. The Company shall be dissolved upon the occurrence of any the following:

- a. Unanimous decision of the Members.
- b. Bankruptcy, death, dissolution, expulsion, incapacity, or withdrawal of any Member unless a majority-in-interest gives written consent to continue.
- c. As required by law or judicial decree.

2. Winding Up and Distribution. Upon dissolution of the Company one or more Members elected by a majority-in-interest shall be the liquidating Member(s) ("Liquidating Member"). The Liquidating Member shall wind up the Company's affairs, liquidate the property and assets, and terminate any remaining business. The Liquidating Member(s) shall give a full accounting of the assets and liabilities. The assets and liabilities may be liquidated by selling the assets and distributing the net proceeds. The proceeds of the liquidation shall be distributed in this order: (1) the expenses of liquidation; (2) debts and liabilities of the Company (including debts of the Company to the Members or affiliates); (3) a reserve for contingent or unforeseen liabilities or obligations to third parties (to be held in escrow by an agent chosen by the Liquidating Member); (4) to the Members per their membership interests. The Members shall have the first opportunity to make bids for any portion of the assets and the assets shall not be sold to an outsider except only for a higher price.

VIII. Indemnification

1. Members. No Member shall be liable to the Company or to the other Members for damages or otherwise with respect to any actions taken in good faith and reasonably believed to be in the best interests of the Company, unless the Member has committed fraud, gross negligence, willful or want misconduct, or a material breach of this Agreement or the fiduciary duties of the Member.

2. Indemnification by Company. The Company shall indemnify, hold harmless and defend the Members in their capacity as Members, managers, or officers, from and against any loss, expense, damage, or injury sustained as a result of any acts or omissions arising out of their activities on behalf of the Company or in the Company's interest, unless the Member has committed fraud, gross negligence, willful or want misconduct, or a material breach of this Agreement or the fiduciary duties of the Member.

3. Indemnification by Members. The Members agree to indemnify and defend the Company, including the other Members and each of their respective employees, agents, partners, shareholders, officers, and directors; and hold them harmless from and against any and all claims,

liabilities, damages, costs, and expenses arising out of any breach of this Agreement by that Member.

4. Insurance. The Company shall have the power to purchase and maintain insurance on behalf of any person who is or was a Member or agent of the Company against any liability asserted against the person arising out of their status as a Member or agent of the Company, regardless of whether the Company would have power to indemnify such person against liability under this Agreement or applicable law.

IX. Miscellaneous

1. Dispute Resolution. Any dispute arising out of or related to this Agreement that the Members are unable to resolve by themselves shall be settled by arbitration in the State of Florida in accordance with the rules of the American Arbitration Association. The written decision of the arbitrator(s), as applicable, shall be final and binding on the Members. Judgment on a monetary award or enforcement of injunctive or specific performance relief granted by the arbitrator(s) may be entered in any court having jurisdiction over the matter.

2. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Members and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns.

3. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

4. Governing Law. The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, not including its conflicts of law provisions.

5. Further Assurances. At the written request of one Member, the other Members shall execute and deliver such other documents and take such other actions as may be reasonably necessary to effect the terms of this Agreement.

6. Headings. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision in this Agreement.

7. Entire Agreement. This Agreement contains the entire understanding between the Members and supersedes and cancels all prior agreements of the Members, whether oral or written, with respect to such subject matter.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.

9. Amendment. This Agreement may be amended or modified only by a written agreement signed by all of the Members.

10. Notices. Any notice or other communication given or made to any Member under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address in Exhibit 1 or to another address as that Member may subsequently designate by notice and shall be deemed given on the date of delivery.

11. Waiver. No Member shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any Member of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first written above.

Teresa D Hess
Memberer Signature

Teresa D Hess
Member Full Name

George E White
Memberer Signature

George E White
Member Full Name

Feb 26, 2020

EXHIBIT 1
MEMBERS

<u>NAME</u>	<u>% OWNERSHIP</u>
TERESA W HESS	51 %
GEORGE WHITE	49 %
	<hr/>
	100 %

EXHIBIT 2
CAPITAL CONTRIBUTIONS

<u>INITIAL CONTRIBUTION</u>	
TERESA	\$ 1020
GEORGE	\$ 980
TOTAL	<u>\$ 2000</u>