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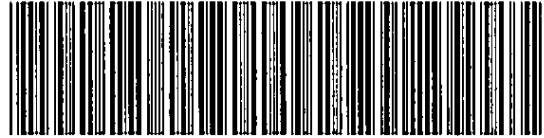
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MAY 18 2020



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COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: 1106 MANAGEMENT SERVICES, 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:

STUART B. KLEIN, ESQ.
Name of Person
STUART B. KLEIN, P.A.
Firm/Company
7108 FAIRWAY DRIVE, SUITE 120
Address
PALM BEACH GARDENS, FL 33418
City/State and Zip Code
sklein@kleinlaw.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

STUART B. KLEIN at (561) 478-1588
Name of Person Telephone Number

Enclosed is a check for the following amount:

<u> </u> \$125.00 Filing Fee	<input checked="" type="checkbox"/> \$130.00 Filing Fee Certificate of Status	<u> </u> \$155.00 Filing Fee Certified Copy (additional copy is encl)	<u> </u> \$160.00 Filing Fee Certificate of Status & Certified Copy (additional copy is encl)
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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 3230

ARTICLES OF ORGANIZATION
FOR
1106 MANAGEMENT SERVICES, LLC

Under the Revised Limited Liability Company Act
Chapter 605, Florida Statutes

ARTICLE I
NAME

The name of the limited liability company is **1106 MANAGEMENT SERVICES, LLC.**
(the "LLC").

ARTICLE II
ADDRESS

The mailing address and the street address of the principal office of the LLC is **2404 Antigua Circle, A1, Coconut Creek, FL 33066**

ARTICLE III
INITIAL REGISTERED AGENT

The name and street address of the initial registered agent of the LLC for service of process in the State of Florida is:

STUART B. KLEIN, P.A.
7108 Fairway Drive, Suite 120
Palm Beach Gardens, FL 33418

ARTICLE IV
EFFECTIVE DATE

The effective date of this filing is 15th day of May, 2020.

ARTICLE V
MEMBERS

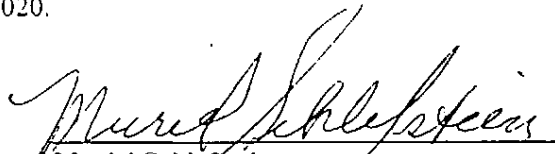
The name and address of each person authorized to manage and control the Limited Liability Company:

<u>Title:</u>	<u>Name and Address:</u>	<u>Company Name:</u>
President and Treasurer	Muriel Schlefstein 2404 Antigua Circle, A1 Coconut Creek, FL 33066	MS Family 1106 Mgmt Services, LLC
Secretary	Dale Miller PO Box 550002 Ft. Lauderdale, FL 33355	MS Family 1106 Mgmt Services, LLC

IN WITNESS WHEREOF, the undersigned made and executed these Articles of Organization this 7th day of MAY, 2020.



Ross E. Miller
Comm. # GG939786
Expires: April 10, 2024
Bonded Thru Aaron Notary


Muriel Schlefstein
Authorized Representative

**CERTIFICATE OF DESIGNATION
OF REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF CHAPTER 605, FLORIDA STATUTES, THE BELOW NAMED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the limited liability company is **1106 MANAGEMENT SERVICES, LLC.**

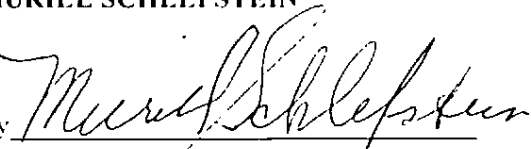
2. The name and Florida street address of the registered agent and office is:

STUART B. KLEIN, P.A.
7108 Fairway Drive, Suite 120
Palm Beach Gardens, FL 33418

2020 MAY 11 11:31 AM

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, the undersigned hereby accepts the appointment as registered agent and agrees to act in this capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of its duties and the undersigned is familiar with and accepts the obligations of its position as registered agent as provided for in Chapter 605, F.S.

MURIEL SCHLEFSTEIN

By 

Muriel Schlefstein, President

LIMITED LIABILITY COMPANY AGREEMENT

OF

**1106 MANAGEMENT SERVICES, LLC
(A Florida Limited Liability Company)**

The undersigned members (the "Members") hereby, and with the filing of Articles of Organization, form a limited liability company pursuant to and in accordance with the Florida Limited Liability Company Act, as amended from time to time (the "Act"), and hereby agree as follows:

**ARTICLE I
ORGANIZATION**

1. Name. The name of the limited liability company is **1106 MANAGEMENT SERVICES, LLC** (the "Company").
2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.
3. Office. The address of the registered office of the Company in the State of Florida is **2404 Antigua Circle, A1, Coconut Creek, FL 33066**.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the state of Florida is **Stuart B. Klein, P.A. 7108 Fairway Drive- Suite 120, Palm Beach Gardens, FL 33418** The Company may change such registered agent, from time to time, as the Members may deem advisable.
5. Members. The name and address of the Members are as follows:

<u>Name</u>	<u>Address</u>
Muriel Schlefstein	2404 Antigua Circle, A1 Coconut Creek, FL 33066
Dale Miller	PO Box 550002 Ft. Lauderdale, FL 33355

6. Capital Contributions. Each Member has contributed cash or property to the Company in exchange for the ownership percentage as set forth below. The Members are not required to make any contributions of property or money to the Company in excess of their respective Capital Accounts.

<u>Name</u>	<u>Capital Contribution</u>	<u>Ownership Percentage</u>
Muriel Schlefstein	\$950.00	95.0%
Dale Miller	\$50.00	5.0%

7. Additional Members. New members may be admitted only upon the consent of all of the Members and upon compliance with the provisions of this Agreement.

ARTICLE II **MANAGEMENT**

8. Management. The management of the LLC shall be vested in the Members without an appointed manager.

9. Officers and Relating Provisions. The Members may appoint officers for the LLC and the following provisions shall apply:

a. Officers. The officers of the LLC shall consist of a president, a secretary and a treasurer, or other officers or agents as may be appointed by the Members. Members may hold more than one office. The president, secretary and treasurer shall act in the name of the LLC and shall supervise its operation under the direction and management of the Members, as further described below.

b. Appointment of Officers. **Muriel Schlefstein** is hereby appointed as President; **Dale Miller** is hereby appointed as Secretary of the LLC and shall hold such offices until replaced by a 75% vote of the Members.

c. President. The President shall be the chief executive officer of the LLC and shall preside at all meetings of the Members. The President shall have such other powers and perform such duties as are specified in this Agreement and as may from time to time be assigned by the Members of the LLC.

d. The Treasurer. The Treasurer shall be the chief financial officer of the LLC. The Treasurer shall not be required to give a bond for the faithful discharge of his/her duties. The Treasurer shall: (i) have charge and custody of and be responsible for all funds and securities of the LLC; (ii) in the absence of the President, preside at meetings of the Members; (iii) receive and give receipts for moneys due and payable to the LLC from any source

whatsoever, and deposit all such moneys in the name of the LLC in such banks, trust companies or other depositories as shall be selected by the Members of the LLC; and (iv) in general perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned by the President or by the Members of the LLC.

e. Secretary. The Secretary shall: (i) keep the minutes of the Members meetings in one or more books provided for that purpose; (ii) see that all notices are duly given in accordance with the provisions of this Agreement or as required by law; (iii) be custodian of LLC records; (iv) keep a register of the post office address of each Member; (v) certify the Members' resolutions and other documents to the LLC as true and correct; (vi) in the absence of the President and Treasurer, preside at meetings of the Members and (vii) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Members of the LLC.

ARTICLE III CONTRIBUTIONS, PROFITS, LOSSES AND DISTRIBUTIONS

10. Profits and Losses. The profits and losses and all other tax attributes of the LLC shall be allocated among the Members on the basis of the Members' percentage interests in the LLC.

11. Distributions. Distributions of cash or other assets of the LLC (other than in dissolution of the LLC) shall be made in the total amounts and at the times as determined by a majority of the Members. Any such distributions shall be allocated among the Members on the basis of the Member's percentage interests in the LLC.

12. Change in Interests. If during any year there is a change in a Member's percentage interest, the Member's share of profits and losses and distributions in that year shall be determined under a method which takes into account the varying interests during the year.

ARTICLE IV VOTING; CONSENT TO ACTION

13. Voting by Members. Members shall be entitled to vote on all matters which provide for a vote of the Members in accordance with each Member's percentage interest.

14. Majority Required. Except as otherwise required, a 75% vote of the Members, based upon their percentage ownership, is required for any action.

15. Meetings - Written Consent. Action of the Members may be accomplished with or without a meeting. If a meeting is held, evidence of the action shall be by Minutes or Resolution reflecting the action of the Meeting, signed by a majority of the Members.

Action without a meeting may be evidenced by a written consent signed by a majority of the Members.

16. Meetings. Meetings of the Members may be called by any Member owning 10% or more of the LLC.

17. Majority Defined. As used throughout this Agreement the term "Majority" shall mean 75% of the membership interests of Members only as determined by the records of the LLC on the date of the action.

ARTICLE V **DISSOLUTION**

18. Termination of LLC. The LLC will be dissolved and its affairs wound up only upon the written consent of a unanimous vote of the Members.

19. Final Distributions. Upon the winding up of the LLC, the assets will be distributed in the following order: (a) to the LLC creditors; (b) to Members in satisfaction of liabilities for distributions; and (c) to Members first for the return of their contributions and secondly respecting their LLC interest, in the proportions in which the Members share in profits and losses.

ARTICLE VI **TAX MATTERS**

20. Capital Accounts. Capital accounts shall be maintained consistent with Internal Revenue Code § 704 and the regulations thereunder.

21. Tax Matters Partner. The Members hereby designates **Muriel Schlefstein** as the "tax matters partner" for purposes of representing the LLC before the Internal Revenue Service, if necessary.

ARTICLE VII **RECORDS AND INFORMATION**

22. Records and Inspection. The LLC shall maintain at its place of business the Articles of Organization, any amendments thereto, this Agreement, and all other LLC records required to be kept by the Act, and the same shall be subject to inspection and copying at the reasonable request, and the expense, of any Member.

**ARTICLE VIII
MISCELLANEOUS**

23. Withdrawal. Any Member may withdraw from the Company at any time.

24. Limited Liability. The Members are not liable for any debts, obligations or liabilities of the Company, whether arising in tort, contract or otherwise, solely by reason of being a Member or acting (or omitting to act) in such capacity or participating in the conduct of the business of the Company.

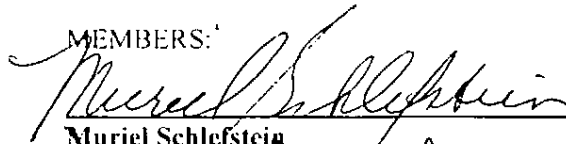
25. Indemnification. To the fullest extent permitted by applicable law, the Members, any affiliate of the Members, any officers, directors, shareholders, members, partners or employees of the affiliate of the Members, and any officer, employee or expressly authorized agent of the Company or its affiliates (collectively "Covered Person"), shall be entitled to indemnification from the Company for any loss, damage, claim or liability incurred by such Covered Person by reason of any act or omission performed, or omitted to be performed, or alleged to be performed or omitted to be performed, by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Limited Liability Company Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage, claim or liability incurred by such Covered Person by reason of his gross negligence, actual fraud or willful misconduct with respect to such acts or omissions.

26. Amendment. This Agreement may be amended only in a writing signed by the Members.

27. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida, excluding any conflicts of laws, rule or principle that might refer the governance or construction of this Agreement to the law of another jurisdiction.

IN WITNESS WHEREOF, the undersigned have caused this Limited Liability Company Agreement to be executed on this 15th day of May, 2020.

MEMBERS:



**Muriel Schlefstein
President**



**Dale Miller
Secretary**