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(Requestor's Name)

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(City/State/Zip/Phone #)

☐ PICK-UP

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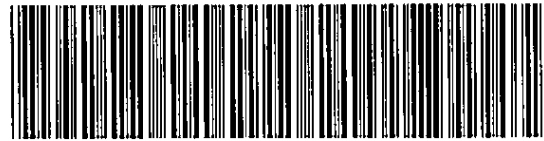
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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Derrick Thompson

11/3/2020



FLORIDA DEPARTMENT OF STATE
Division of Corporations

July 10, 2020

RICHARD B. HAINES
728 EXECUTIVE CENTER DR., #28
WEST PALM BEACH, FL 33401

SUBJECT: MIND & MATTER, LLC
Ref. Number: W20000071572

We have received your document for MIND & MATTER, LLC and your check(s) totaling \$125.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The name designated in your document is unavailable since it is the same as, or it is not distinguishable from the name of an administratively dissolved/revoked entity. Names of administratively dissolved/revoked entities are not available for one year from the date of administrative dissolution/revocation unless the dissolved/revoked entity provides the Department of State with an affidavit or letter stating that they have no intention of reinstating, therefore, releasing the name for use to another entity.

The document number of the name conflict is L18000177042.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6052

Eric C. Thompson
Specialist II

Letter Number: 220A00013442

2020 OCT - 8 PM 1

COVER LETTER

**TO: New Filing Section
Division of Corporations**

SUBJECT: Mind and Matter Counseling and Social Justice Center, 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:

Richard B. Haines

Name of Person

Mind and Matter Counseling and Social Justice Center, LLC

Firm/Company

728 Executive Center Dr. Unit 28

Address

West Palm Beach, FL 33401

City/State and Zip Code

Richiebhaines@outlook.com

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

For further information concerning this matter, please call:

Richard Haines

202

909-0031

at ()

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:

Mind and Matter Counseling and Social Justice Center, 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:

728 Executive Center Dr.

Unit 28

West Palm Beach, FL 33401

Mailing Address:

PO Box 11817

West Palm Beach, FL 33419

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:

Richard B. Haines

Name

728 Executive Center Dr. Unit 28

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

West Palm Beach

FL

33401

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)

ARTICLE IV-

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

Title:

"AMBR" = Authorized Member

"MGR" = Manager

CEO/MGR

Name and Address:

Richard B. Haines

PO BOX 11817

West Palm Beach, FL 33419

(Use attachment if necessary)

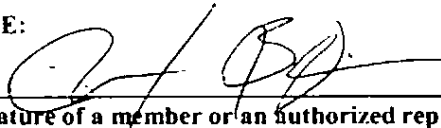
ARTICLE V: Effective date, if other than the date of filing: July 10, 2020. (OPTIONAL)

(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.

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.

Richard B. Haines

Typed or printed name of signee

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 MIND & MATTER, L.L.C.
(A FLORIDA LIMITED LIABILITY COMPANY)**

THIS OPERATING AGREEMENT (the "Operating Agreement") is entered into effective the 06 day of JUNE, 2020 by the undersigned (the "Members") and Mind and Matter Counseling and Social Justice, L.L.C., a Florida limited liability company (the "Company").

RECITAL

The Members desire to form a limited liability company under the Florida Revised Limited Liability Company Act, F.S. 605.0101 et seq., for the purposes set forth herein and accordingly desire to enter into this Operating Agreement to set forth the terms and conditions of the business and affairs of the Company and to determine the rights and obligations of its Members.

NOW, THEREFORE, the parties, intending to be legally bound by this Operating Agreement, and for good and valuable consideration, receipt of which is hereby acknowledged, and the mutual promises contained herein, hereby agree that the Operating Agreement of the Company shall be as follows:

**ARTICLE I
DEFINITIONS**

When used in this Operating Agreement, the following terms shall have the meanings set forth below.

1.1 "Act" means the Florida Revised Limited Liability Company Act, 605.0101 et seq., as amended from time to time (or the corresponding provision(s) of any succeeding law).

1.2 "Capital Contribution(s)" means the amount of cash and the agreed value of property, services rendered, or a promissory note or other obligation to contribute cash or property or to perform services contributed by a Member for that Member's interest in the Company, equal to the sum of the Member's initial Capital Contributions plus the Member's additional Capital Contributions, if any, made under Sections 4.1 and 4.2, respectively, less payments or distributions made under Section 5.1, which are deemed a return of capital under the Act.

1.3 "Code" means the Internal Revenue Code of 1986 and the regulations promulgated thereunder, as amended from time to time (or any corresponding provisions of succeeding law).

1.4 "Interest or Interests," as the context requires, means the ownership Interest, expressed as a number, percentage, or fraction set forth in Schedule A, of a Member of the Company (or of all of the Members of the Company) at any particular time, including the right of a Member to any and all benefits to which the Member is entitled and the duty of the Member for any obligations to which the Member is subject under this Operating Agreement.

1.5 "Member or Members," as the context requires, means each of the undersigned, or a Person admitted as a Member under this Operating Agreement.

1.6 "Person" means any individual, partnership, firm, corporation, limited liability company, joint-stock company, trust, estate, or other entity.

ARTICLE II FORMATION

2.1 Organization. The Members hereby organize the Company as a multi-member Florida limited liability company, under the provisions of the Act.

2.2 Effective Date. The Company shall come into being on, and this Operating Agreement shall take effect from, the date the Articles of Organization of the Company are filed with the Florida Department of State.

2.3 Operating Agreement: Invalid Provisions. The Members, by executing this Operating Agreement, hereby agree to the terms and conditions of this Operating Agreement, as they may from time to time be amended. To the extent any provision of this Operating Agreement is prohibited or ineffective under the Act, such prohibition or ineffectiveness shall not affect any other provision hereof and this Operating Agreement shall be deemed to be amended to the least extent necessary to make this Operating Agreement effective under the Act. In the event the Act is subsequently amended or interpreted in a way that validates any provision of this Operating Agreement that was formerly invalid, that provision shall be considered to be valid from the effective date of the amendment or interpretation.

ARTICLE III PURPOSE; NATURE OF BUSINESS

3.1 Purpose; Nature of Business. The purpose of the Company shall be to engage in any lawful business that may be engaged in by a limited liability company organized under the Act, as such business activities may be determined by the Members from time to time. The Company shall have the authority to do all things necessary or convenient to accomplish its purpose and operate its business as described in this Section 3.1.

3.2 Powers. The Company shall have all powers of a limited liability company under the Act and the power to do all things necessary or convenient to accomplish its purpose and operate its business as described in Section 3.1.

ARTICLE IV MEMBERS AND CAPITAL

4.1 Members and Initial Capital Contribution. The name, address, and value of the initial Capital Contribution of each Member shall be set forth on Schedule A attached hereto.

4.2 Additional Capital Contributions. The Members shall have no obligation to make any additional Capital Contributions to the Company. The Members may make additional Capital Contributions to the Company as the Members determine are necessary, appropriate, or desirable.

ARTICLE V DISTRIBUTIONS AND ALLOCATIONS

5.1 Distributions and Allocations. All distributions of cash or other assets of the Company shall be made and paid to the Members at such time and in such amounts as the Members may determine. All items of income, gain, loss, deduction, and credit shall be allocated to the Members in proportion to their Interests.

ARTICLE VI TAXATION

6.1 Income Tax Reporting. The Members are aware of the income tax consequences of the allocations made by Article V of this Operating Agreement and hereby agree to be bound by the provisions of Article V in reporting the Members' share of Company income and loss for federal and state income tax purposes.

6.2 Entity Classification. Notwithstanding anything contained herein to the contrary and only for purposes of federal and, if applicable, state income tax purposes, the Company shall be classified as a partnership for federal and state income tax purposes unless and until the Members cause the Company to file an election under the Code to be classified as an association taxable as a corporation, and this Operating Agreement shall be construed and administered accordingly, notwithstanding any provision herein to the contrary.

ARTICLE VII RIGHTS, POWER, AND AUTHORITY OF THE MEMBERS

7.1 Management by the Members. The Members shall have the full and exclusive right, power, and authority to manage the affairs of the Company and to bind the Company, to make all decisions with respect thereto, and to do or cause to be done any and all acts or things deemed by the Members to be necessary, appropriate, or desirable to carry out or further the business of the Company.

7.2 Agents. Without limiting the rights of the Members or the Company under F.S. 605.0109, the Members may appoint the Person(s) who is/are to act as the agent(s) of the Company to carry out and further the decisions and actions of the Members made under Section 7.1, to manage and administer the day-to-day operations and business of the Company, and to execute any and all reports, forms, instruments, documents, papers, writings, agreements, and contracts, including but not limited to, deeds, bills of sale, transfers, leases, promissory notes, mortgages, and security agreements, and any other type or form of document by which property or property rights of the Company are transferred or encumbered or by which debts and obligations of the Company are created, incurred, or evidenced and that are necessary, appropriate, or beneficial to carry out or further such decisions or actions. A Person shall be chosen to act as the "Tax Matters Partner" under the Code, and such Person shall be titled the **OWNER/CEO**

ARTICLE VIII DISSOLUTION AND WINDING UP

8.1 Events of Dissolution. The Company shall be dissolved on the first to occur of (a) the unanimous written consent of the Members or (b) the entry of a decree of judicial dissolution under the Act.

ARTICLE IX BOOKS AND RECORDS

9.1. Books and Records. The Members shall keep or cause to be kept at the principal place of business of the Company true and correct books of account, in which shall be entered fully and accurately each and every transaction of the Company, and such books shall be made available to all Members at any time during normal business hours. The Company's taxable and fiscal years shall be the same as the taxable and fiscal years of the Members. The Members shall determine whether the cash or accrual method of accounting is to be used in keeping the Company records.

ARTICLE X

LIMITATION OF LIABILITY; INDEMNIFICATION

10.1 Limited Liability. Except as otherwise provided by the Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the Company, and the Members shall not be obligated personally for any such debt, obligation, or liability of the Company solely by reason of being a Member. Failure of the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Operating Agreement or the Act shall not be grounds for imposing personal liability on a Member for any debts, liabilities, or obligations of the Company. Except as otherwise expressly required by law, the Members, in the Members' capacity as Members, shall have no liability in excess of (a) the amount of the Members' net Capital Contributions, (b) the Members' share of any assets and undistributed profits of the Company, and (c) the amount of any distributions required to be returned under F.S. 605.0711.

10.2 Indemnification. The Company (including any receiver or trustee of the Company) shall, to the fullest extent provided or allowed by law, indemnify, save harmless, and pay all judgments and claims against the Members and each of the Members' agents, affiliates, heirs, legal representatives, successors, and transfers (each, an Indemnified Party) from, against, and in respect of any and all liability, loss, damage, and expense incurred or sustained by the Indemnified Party in connection with the business of the Company or by reason of any act performed or omitted to be performed in connection with the activities of the Company or in dealing with third parties on behalf of the Company, including costs and attorneys' fees before and at trial and at all appellate levels, whether or not suit is instituted (which attorneys' fees may be paid as incurred), and any amounts expended in the settlement of any claims of liability, loss, or damage, if the act or omission of the Indemnified Party does not constitute fraud or willful misconduct by such Indemnified Party. The Company shall not pay for any insurance covering liability of the Members or the Company's or Members' agents, affiliates, heirs, legal representatives, successors, and transfers for actions or omissions for which indemnification is not permitted hereunder. However, nothing contained herein shall preclude the Company from purchasing and paying for these types of insurance, including extended coverage liability and casualty and workers' compensation, as would be customary for any person owning, managing, and/or operating comparable property and engaged in a similar business or from naming the Members and any of the Company's or Members' agents, affiliates, heirs, legal representatives, successors, or transfers or any Indemnified Party as additional insured parties thereunder.

10.3 Non-Exclusive Right. The provisions of this Article X shall be in addition to and not in limitation of any other rights of indemnification and reimbursement or limitations of liability to which an Indemnified Party may be entitled under the Act, common law, or otherwise. Notwithstanding any repeal of this Article X or other amendment hereof, its provisions shall be binding on the Company (subject only to the exceptions set forth above) as to any claim, loss, expense, liability, action, or damage due to or arising out of matters that occur during or relate to the period before any such repeal or amendment of this Article X.

ARTICLE XI

AMENDMENT

11.1 Amendment. This Operating Agreement and the Articles of Organization may not be amended, altered, or modified except by the written consent of the Members.

ARTICLE XII MISCELLANEOUS

12.1 Transfer of Interest and New Members. No Member may transfer his, her, or its Interest in the Company (in whole or in part) except by the unanimous vote or written consent of the other Members and the OWNER/CEO (note any other consents required). No additional Person may be admitted as a Member except by the unanimous vote or written consent of the Members.

12.2 Determinations by Members. Except as required by the express provisions of this Operating Agreement or the Act:

(a) Any transaction, action, or decision that requires or permits the Members to consent to, approve, elect, appoint, adopt, or authorize, or to make a determination or decision with respect thereto under this Operating Agreement, the Act, the Code, or otherwise, shall be made by the Members owning more than 50% of the Interests. However, if ownership of Interests is evenly divided between two Members, unanimous consent is required for a determination or decision.

(b) The Members shall act at a meeting of Members or by consent in writing of the Members. Members may vote or give their consent in person or by proxy.

(c) Meetings of the Members may be held at any time, on call of any Member or Members owning, in the aggregate, at least 10% of the Interests.

(d) Unless waived in writing by the Members owning more than 50% of the Interests (before or after a meeting), at least two business days' prior notice of any meeting shall be given to each Member. The notice shall state the purpose for which the meeting has been called. No business may be conducted or action taken at a meeting that is not provided for in the notice. Meetings of the Members shall be conducted in accordance with Robert's Rules of Order. The *Chief Executive Officer* or, in his or her absence, the Chief Operating Officer shall preside at all meetings of Members.

(e) Members may participate in a meeting of Members by means of conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and such participation shall constitute presence in person at such meeting.

(f) The *Chief Executive Officer* or, in his or her absence, the *Chief Operating Officer* shall cause to be kept a book of minutes of all meetings of the Members in which there shall be recorded the time and place of such meeting, by whom such meeting was called, the notice thereof given, the names of those present, and the proceedings thereof. Copies of any consents in writing shall also be filed in such minute book.

12.3 Binding Effect. This Operating Agreement shall be binding on and inure to the benefit of the undersigned and their legal representatives, heirs, successors, and transfers of the respective parties hereto except to the extent explicitly provided to the contrary herein.

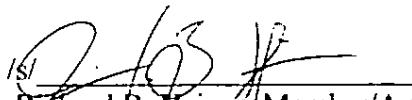
12.4 Applicable Laws. This Operating Agreement and the rights and duties of the Members hereunder shall be governed, interpreted, and construed in accordance with the laws of the State of Florida, without regard to principles of choice of law.

12.5 Headings. The article and section headings in this Operating Agreement are inserted as a matter of convenience and are for reference only and shall not be construed to define, limit, extend, or describe the scope of this Operating Agreement or the intent of any provision.

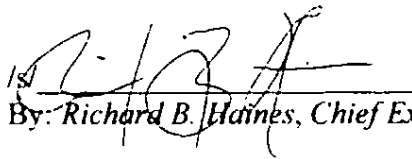
12.6 Number and Gender. Whenever required by the context hereof, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

12.7 Entire Agreement. This Operating Agreement constitutes the sole operating agreement among the Members and supersedes and cancels any prior agreements, representations, warranties, or communications, whether oral or written, between the Members relating to the affairs of the Company and the conduct of the Company's business. No amendment or modification of this Operating Agreement shall be effective unless approved in writing as provided in Section 11.1.

IN WITNESS WHEREOF, this Operating Agreement has been made and executed by the Members, effective as of the date first written above.



Richard B. Haines, Member/Authorized Representative
Mind & Matter Counseling and Social Justice Center, LLC.



By: *Richard B. Haines, Chief Executive Officer*