

L20000 367 225

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

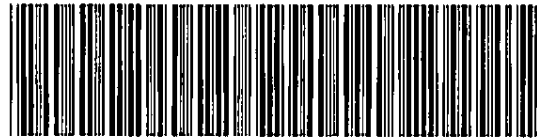
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



600350378646

09/04/20 - 01023 - 011 - \$4100.00

2000111892
12/4/2020

W20000111892

Derrick Thompson

12/4/2020



FLORIDA DEPARTMENT OF STATE
Division of Corporations

September 29, 2020

MICHAEL JOHNSON SR.
1857 BARSTABLE RD
WELLINGTON, FL 33414

SUBJECT: M & M BARBEQUE LLC.
Ref. Number: W20000111892

We have received your document for M & M BARBEQUE LLC. and your check(s) totaling \$160.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The document must contain both the street address of the principal office and the mailing address of the entity.

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.

Derrick Thompson
Regulatory Specialist II

Letter Number: 120A00018782

RECEIVED
2020 OCT 16 AM 11:07

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

MEIM Barbeque 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:

1957 BARNESBIE RD
WELLINGTON, FL
33414

Mailing Address:

1957 BARNESBIE RD
WELLINGTON, FL
33414

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:

Meghan Watson
Name
1957 BARNESBIE RD
Florida street address (P.O. Box **NOT** acceptable)
WELLINGTON FL 33414
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.

Meghan Watson
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

Name and Address:

MGR

Michael Johnson
1857 BARNSTABLE RD
WELLINGTON, FL 33414

AMBR

Meghan Watson
1857 BARNSTABLE RD
WELLINGTON FL 33414

(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.

REQUIRED SIGNATURE:

Michael R. Johnson

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.

Michael R. Johnson

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)

Single-Member LLC Operating Agreement

State of Florida

This is a Single-Member LLC Operating Agreement (hereinafter "Agreement") for the LLC described below, executed as of August 30th, 2020, for good and valuable consideration.

Article 1 - FORMATION & LLC INFORMATION:

a. Name & state. This Agreement is made for the Limited Liability Company of the following name: M&M Barbeque (the "LLC"). The LLC is formed pursuant to the laws of the state of Florida.

b. Address. The mailing address and the street address (principal office address) for the LLC are as follows:

Principal Office Street Address:

Mobile Food Truck

Mailing Address:

1857 Barnstable Rd, Wellington, FL 33414

The principal and mailing address of the LLC may change as the sole Member, described below, designates.

c. Registered agent. The name and address of the registered agent (or statutory agent, as applicable) are as follows:

Name: Michael Johnson Sr

Address:

1857 Barnstable Rd, Wellington FL 33414

The LLC may change its registered or statutory agent, as the Member may decide, by filing a relevant statement with the state of Florida.

Article 2 - PURPOSE:

COVER LETTER

TO: New Filing Section
Division of Corporations

SUBJECT: M & M Barbeque 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:

Michael Johnson Sr.
Name of Person

Firm/Company

1857 Barnstable Rd
Address

Wellington, FL, 33414
City/State and Zip Code

Coachmike2010@live.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Michael Johnson at (561) 502-4405
Name of Person Area Code Daytime Telephone Number

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 checked="" type="checkbox"/> \$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

Single-Member LLC Operating Agreement

State of Florida

This is a Single-Member LLC Operating Agreement (hereinafter "Agreement") for the LLC described below, executed as of August 30th, 2020, for good and valuable consideration.

Article 1 - FORMATION & LLC INFORMATION:

a. Name & state. This Agreement is made for the Limited Liability Company of the following name: M&M Barbeque (the "LLC"). The LLC is formed pursuant to the laws of the state of Florida.

b. Address. The mailing address and the street address (principal office address) for the LLC are as follows:

Principal Office Street Address:

Mobile Food Truck

Mailing Address:

1857 Barnstable Rd, Wellington, FL 33414

The principal and mailing address of the LLC may change as the sole Member, described below, designates.

c. Registered agent. The name and address of the registered agent (or statutory agent, as applicable) are as follows:

Name: Michael Johnson Sr

Address:

1857 Barnstable Rd, Wellington FL 33414

The LLC may change its registered or statutory agent, as the Member may decide, by filing a relevant statement with the state of Florida.

Article 2 - PURPOSE:

a. Purpose. The purpose of the Limited Liability Company is as follows:

Operating Barbecue Mobile Food Truck

b. Powers. The LLC shall have any and all powers available to limited liability companies under the laws of the state of Florida.

Article 3 - DURATION:

The duration of this LLC shall be perpetual in nature.

The LLC may be terminated if:

1. The Member decides to dissolve the LLC and does so through a valid vote.
2. The Member passes away.
3. The continued existence of the LLC becomes unlawful for any reason.
4. A judicial order dissolves the LLC.
5. Any state or federal law requires dissolution based on any event or action.

Article 4 - MEMBER:

a. The LLC only has one Member. The sole Member's information is below:

Name: Michael Johnson

Address:

1857 Barnstable Rd, Wellington FL 33414

Cash contribution of \$5,000(five thousand US dollars)

b. Management. General management of the LLC is vested in the Member.

c. Initial Contributions. Member may not receive interest on their initial contribution and is permitted return of their initial contribution if expressly provided in this Agreement or under the laws of Florida.

d. Additional Contributions. Additional financial contributions may be required from time to time from the Member.

e. Liability. Member shall not be personally liable for any act, omission, obligation, debt, or liability under the LLC, beyond their initial contribution, including for any decisions or holdings which may come from a court of competent jurisdiction or other judicial or regulatory body. Member's initial contribution is subordinate to all other debts and liabilities of the LLC. If no funds remain within the LLC after the repayment of any debts or liabilities, Member will have no ability to obtain repayment of their initial contribution, unless specifically accounted for elsewhere in this Agreement or under relevant law.

f. Member payment to LLC. For any payment of funds from the Member to the LLC not specifically stated to be a contribution, that payment will be treated as a debt owed by the LLC to the Member, to be paid back with interest determined at the time the debt is made.

g. Authority to bind. Member has the ability to bind the LLC in contract.

h. Agency. Member is an agent of the LLC and shall be entitled to act accordingly. All legal obligations created by the authority of the Member shall be valid.

i. Valuation. For any required valuation of ownership interest or valuation of the LLC as a whole, Member will utilize a fair market appraisal of the LLC taken under generally accepted accounting principles (GAAP). Member will hire an independent appraiser to complete the valuation.

j. New Members. Any Member that wishes to entirely relinquish their Member interest must first ensure that they are not the sole Member. If so, the LLC must be dissolved. Members may relinquish only part of their interest to create new members. New Members may also be created when any Member among two or more Members decides to entirely relinquish their interest. If no current Member wishes to purchase the interest, the Membership, in full or in part, may be transferred to a non-Member who will agree in writing to be bound by the terms and conditions outlined in this Agreement and by the terms of any applicable organization document filed with the relevant Florida authority.

Article 5 - INDEMNIFICATION:

a. No liability. No Member, Officer, or employee of the LLC shall be liable to the LLC for any claim or damage any person or entity may have against the LLC which may have been caused by any act of the Member, Officer, or employee while acting on behalf of

the LLC with proper authorization, unless such claim or damage was caused by the Member, Officer, or employee through gross negligence or willful misconduct.

b. Indemnification. The LLC shall indemnify any Member, Officer, or employee of the LLC who was acting on behalf of the LLC with proper authorization who may be subject to any legal action, claim, demand, suit, or proceeding. Such indemnification shall include repayment of legal fees.

This subpart shall not apply to indemnify any Member, Officer, or employer who was acting in gross negligence or willful misconduct.

Article 6 - VOTING:

a. Voting rights. In any situation where Member decides to expand the LLC and there is more than one Member, each Member shall receive votes based on their percentage interest in the LLC.

Article 7 - DUTIES:

Member will be responsible for ensuring the LLC's completion of the following:

1. Payment of wages and salaries to any employees of the LLC, through the LLC's own financial accounts;
2. Keeping of adequate records for the LLC, including, if needed, for any large action items or resolutions;
3. Any and all formal requirements imposed on LLCs under relevant state law.

a. Duties of loyalty and care. Member owes a duty of loyalty and duty of care to the LLC. Member may not engage in any business or venture which is similar in nature to the business of the LLC or in competition with the LLC.

b. Duty to devote time. Member has a duty to devote reasonable time to the LLC for the purposes of ensuring the smooth operation of the business of the LLC.

c. Fiduciary duties. Member owes fiduciary duties of good faith and fair dealing to the LLC only. Member also owes a duty of disclosure to the LLC.

Article 8 - FISCAL CONSIDERATIONS:

- a. Tax/fiscal closing.** The tax/fiscal closing month for the LLC is June. The LLC must pay all taxes required under state and Federal law, as applicable.
- b. Duty to maintain books.** Member will be responsible for ensuring the maintenance of separate financial records for the LLC, unrelated to any individual person or Member, which may include bank accounts, checks, invoices, books, financial statements and any other pertinent financial record or account. Such separate accounts and records also include assets of the LLC, which shall not be commingled with the assets of any person or Member. Books will be maintained with GAAP.
- c. Records.** All records, including financial records, of the LLC will be held at the LLC's principal place of business.
- d. Accounts.** Member will determine in which specific accounts at which specific financial institutions liquid funds of the LLC will be held.
- e. Distributions.** Distributions may be made bi-weekly or on a discretionary basis, but are not required. Distributions will not exceed the LLC's net profit. If there is more than one, Members will receive distributions according to the specific percentages of ownership each Member holds.
- f. Tax treatment.** The LLC has elected to be taxed as a corporation through the Internal Revenue Service (IRS), meaning that the entity itself will be taxed on its profits prior to the Member being taxed on distributions.
- g. Annual report.** At the close of each fiscal year, the LLC will compile an annual report to assist in the filing of Member's federal taxes. The annual report will contain, at minimum, a copy of the LLC's federal tax returns for that fiscal year.
- h. Insurance.** The LLC, through the Member, maintains the right to purchase any insurance required or desired, including general liability coverage, business insurance, or insurance to cover the acts or omissions of any Member, Officer, or employee of the LLC for any reason which may arise through the authorized agency of the Member, Officer, or employee.
- i. Title.** Title to all LLC property will be vested in the name of the LLC and not the name of the Member.

Article 9 - DISSOLUTION/WRAPPING UP:

a. Term. The LLC may dissolve upon the occurrence of any of the events listed in the Article entitled "Duration," above, or upon the decision of the Member.

b. Winding up. Winding up the business of the LLC will be the responsibility of the Member. Duties in winding up may include satisfying any creditors, liquidating assets, ensuring the cancelation of outstanding contracts, and any other actions the Member deem appropriate.

c. Accounting. The Member shall be responsible to complete an accounting of the final assets and liabilities, including liquid funds, if any, at dissolution.

d. Funds priority. At dissolution, liquidated funds will be disbursed with the following priority:

1. to satisfy non-Member creditors;
2. to satisfy Member creditors to whom the LLC has a debt obligation;
3. recovery of the Member's initial contributions;
4. remaining distributions to Member.

e. Dissolution complete. Dissolution of the LLC will be complete when all of the remaining assets or funds of the LLC have been used to satisfy final creditors or distributed to the Member. Additionally, final termination of the LLC requires any state registration provided to the relevant Secretary of State to be canceled.

Article 10 - GENERAL PROVISIONS:

a. Language. All communications made or notices given pursuant to this Agreement shall be in the English language.

b. Severability. If any part or subpart of this Agreement is held invalid or unenforceable by a court of law, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

c. Entire agreement. This Agreement constitutes the entire understanding between the Member and the LLC with respect to the subject matter covered herein. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral, regarding the LLC.

d. Governing law. This Agreement shall be governed by and construed in accordance with the internal laws of Florida without giving effect to any choice or conflict of law provision or rule.

e. Amendment. This Agreement may be amended by the Member, or if there are multiple members, only if agreed to in writing by each and all of the then-current Members of the LLC.

f. Headings for convenience only. Headings of parts and sub-parts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.

EXECUTION:

Michael Johnson

Signature: Michael R. Johnson