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## FLORIDA LIMITED LIABILITY CO.

## KEB Enterprises, LLC

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T. SCOTT

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**ARTICLES OF ORGANIZATION  
OF  
KEB ENTERPRISES, LLC**

**ARTICLE I  
Name**

The name of the limited liability company ("Company") is KEB Enterprises, LLC.

**ARTICLE II  
Address**

The initial mailing address of the Company's principal office is 6411 Grand Estuary Trail, Unit 308, Bradenton, Florida 34212. The initial street address of the Company's principal office is 6411 Grand Estuary Trail, Unit 308, Bradenton, Florida 34212.

**ARTICLE III  
Purpose and Duration**

The purpose of this Company is to engage in any and all business not prohibited by the Laws of the State of Florida.

This Company shall have all powers given limited liability companies under the Laws of the State of Florida. The period of duration of this Company is perpetual.

**ARTICLE IV  
Registered Agent and Office**

The name of the Company's initial registered agent in Florida is Sarah Escobar, Esq. The address of the Company's registered office in Florida is Barnes Walker, 3119 Manatee Avenue West, Bradenton, Florida 34205.

**ARTICLE V  
Management**

A. The Company is to be managed by a Manager or Managers who will generally serve from annual meeting to annual meeting of the Member(s) (or until a replacement is qualified and elected) unless the Company's Operating Agreement, if any, dictates otherwise. The initial Managers, however, shall serve at least until the organizational meeting of the Company and are identified as follows:

Karen Kontout, whose address is 6411 Grand Estuary Trail, Unit 308, Bradenton, FL 34212.

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Robert Kontout, whose address is 6411 Grand Estuary Trail, Unit 308, Bradenton, FL 34212.

Evan Chiarenzlli, whose address is 500 Knights Run Avenue, #2108, Tampa, FL 33602.

B. The Managers, by a majority vote, shall have the authority to exercise all powers of the Company and to do all things necessary to carry out its business and affairs described in Florida Statutes Section 605.0109, as from time to time amended, including, but not limited to, the power to conduct the Company's business and to acquire, mortgage, encumber, sell, lease, convey, and transfer the Company's real and personal property, except:

1. Without having first obtained the prior written consent of a majority in interest of the Member(s), the Managers shall not cause or permit the Company to:

a. Sell, convey, transfer, assign, mortgage, refinance, pledge, encumber, trade, exchange, or otherwise dispose of, or lease for more than two (2) years, or execute and deliver any deed, mortgage, or lease of, any Company real property or any part or interest thereof, or all or substantially all of the other assets of the Company; or

b. Borrow money, including credit card debt, on behalf of the Company in excess of \$10,000.00; or

c. Lend any company funds or any assets to any person in an amount or with a value in excess of \$2,500.00; or

d. Confess a judgment, or settle, compromise, release, discharge, or pay any claim, demand, or debt against the Company in excess of \$5,000.00; or

e. File a petition in bankruptcy, make a general assignment for the benefit of creditors, or apply for other such relief available under similar laws or regulations; or

f. Enter into a joint venture or partnership with any other person or entity; or

g. Invest in the debt or equity of any other entity; or

h. Be a party to any merger, consolidation, reclassification, reorganization, or other similar transaction.

If any Member does not object in writing to the Managers' request for consent pursuant to this Section within five (5) business days of receipt of such request, such Member shall be deemed to have consented to the Managers' request.

2. Without having first obtained the prior written consent of all of the Member(s), the Managers shall not cause or permit the Company to amend these Articles to:

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((H21000427798 3)))

- a. Reduce the LLC Interest, Member Status, rights, privileges, or benefits or enlarge the duties and obligations of a Member or a Manager; or
- b. Enlarge the LLC Interest, Member Status (if applicable), rights, privileges, or benefits or reduce the duties and obligations of a Manager or a Member; or
- c. Hire, terminate, or modify the terms of employment of any Manager, unless otherwise allowed by the Operating Agreement; or
- d. Modify the duration of this Company; or
- e. Affect the rights or restrictions regarding the assignability of Member Status or Transferable Interest; or
- f. Amend this Section; or
- g. Change the nature or character of the business of the Company; or
- h. Dissolve or terminate the existence of this Company; or
- i. Increase or decrease the number of Managers; or
- j. Make any payment of wages, monies, employment benefits, or expense reimbursements to any immediate or expanded family member of a Manager; or
- k. Knowingly or willingly do any act, or fail to act, which would cause the Company to be taxed as a corporation; or
- l. Do any act that is prohibited by, or fail to do any act that is required by, a resolution of the Members.

If any Member does not object in writing to the Managers' request for consent pursuant to this Article V within five (5) business days of receipt of such request, such Member shall be deemed to have consented to the Managers' request.

C. A "majority in interest," without more, shall mean a simple majority, as determined by their "LLC Interest Percentages" (as defined by Florida Statutes, and further supplemented by the Company's Operating Agreement, if any) in the Company, of the Member(s) of the Company.

## **ARTICLE VI**

### **Continuation of Business**

A majority in interest of the remaining Member(s) of the Company have the right to continue the business on the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a Member or the occurrence of any other event that terminates the continued membership of a

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Member in the Company.

**ARTICLE VII**  
**Profits and Losses Allocation**

Profits and losses will be allocated to the Member(s) in accordance with the Operating Agreement of the Company, if any, and, if none, their ownership interest(s).

**ARTICLE VIII**  
**Amendments**

Subject to the restrictions set forth in Article V above, these Articles may be amended by filing Articles of Amendment with the Florida Department of State signed by a Member and countersigned by a Manager other than the executing Member, provided, however, that if a single party is the sole Member and Manager, only that party shall be required to sign said Articles of Amendment.

**ARTICLE IX**  
**Commencement**

Pursuant to the provisions of Chapter 605, Florida Statutes, this Company shall begin in existence on November 15, 2021, at 12:01 a.m.

The undersigned Member has executed these Articles of Organization on this 19<sup>th</sup> day of November, 2021.



Sarah Escobar, Esq., Authorized Representative of  
Karen Kontout, Member

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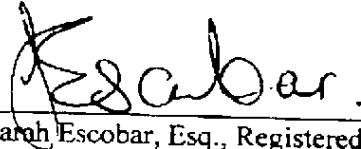
**CERTIFICATE OF DESIGNATED  
REGISTERED AGENT/REGISTERED OFFICE**

Pursuant to the provisions of Florida Statutes Sections 605.0201 and 605.0113, the undersigned submits the following statement as the designated registered agent / registered office in the State of Florida for KEB Enterprises, LLC:

1. The registered agent of the above-referenced limited liability company is Sarah Escobar, Esq. The address of the registered agent's office is Barnes Walker, 3119 Manatee Avenue West, Bradenton, Florida 34205.

2. Having been named as registered agent to accept service of process for the above-named limited liability company at the office designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity and to maintain its registered office. 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.

Dated: November 19, 2021.

  
\_\_\_\_\_  
Sarah Escobar, Esq., Registered Agent

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