

mao000008930

(Requestor's Name)

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(City/State/Zip/Phone #)

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☐ MAIL

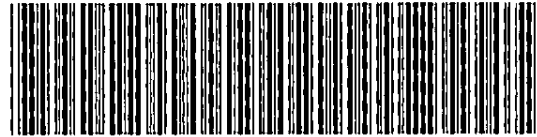
(Business Entity Name)

(Document Number)

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2018 SEP 28 A 8 43
MILWAUKEE, WI

01031

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: Bevers Construction L.L.C

Name of Limited Liability Company

The enclosed "Application by Foreign Limited Liability Company for Authorization to Transact Business in Florida," Certificate of Existence, and check are submitted to register the above referenced foreign limited liability company to transact business in Florida.

Please return all correspondence concerning this matter to the following:

Brian and Jennifer Bevers

Name of Person

Bevers Construction

Firm/Company

11606 Bay Vista Rd

Address

Panama City, FL 32404

City/State and Zip Code

bbeversconstruction@gmail.com

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

For further information concerning this matter, please call:

Jennifer Bevers

850

541-8418

Name of Contact Person

at (_____) _____

Area Code

Daytime Telephone Number

Mailing Address:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Registration Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

Enclosed is a check for the following amount:

Please make check payable to: **FLORIDA DEPARTMENT OF STATE**

☐ \$125.00 Filing Fee

☐ \$130.00 Filing Fee &
Certificate of Status

☐ \$155.00 Filing Fee &
Certified Copy

☒ \$160.00 Filing Fee, Certificate
of Status & Certified Copy

**APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS
IN FLORIDA**

IN COMPLIANCE WITH SECTION 605.0902, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. Bever Construction L.L.C.
(Name of Foreign Limited Liability Company; must include "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida. The alternate name must include "Limited Liability Company," "L.L.C.," or "LLC.")

2. Oklahoma 3. 47-2353511
(Jurisdiction under the law of which foreign limited liability company is organized) (FEI number, if applicable)

4. _____
(Date first transacted business in Florida, if prior to registration)
(See sections 605.0904 & 605.0905, F.S. to determine penalty liability)

5. 11606 Bay Vista Rd 6. 11606 Bay Vista Rd
(Street Address of Principal Office) (Mailing Address)
Panama City, FL 32404 Panama City, FL 32404

7. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

Name: Jennifer Bevers

Office Address: 11606 Bay Vista RD

Panama City 32404
(City) Florida (Zip code)

Registered agent's acceptance:

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 application, 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 relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Jennifer Bevers
(Registered agent's signature)

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SEP 28 8 34 AM
TALLAHASSEE, FLORIDA

8. For initial indexing purposes, list names, title or capacity and addresses of the primary members/managers or persons authorized to manage [up to six (6) total]:

Title or Capacity: **Name and Address:**

☒ Manager Name: Brian Bevers

☐ Member Address: 11606 Bay Vista Rd

☐ Authorized Panama City, FL 32404

Person _____

☐ Other _____ ☐ Other _____

☐ Manager Name: _____

☐ Member Address: _____

☐ Authorized _____

Person _____

☐ Other _____ ☐ Other _____

☐ Manager Name: _____

☐ Member Address: _____

☐ Authorized _____

Person _____

☐ Other _____ ☐ Other _____

Title or Capacity: **Name and Address:**

☒ Manager Name: Jennifer Bevers

☐ Member Address: 11606 Bay Vista Rd

☐ Authorized Panama City, FL 32404

Person _____

☐ Other _____ ☐ Other _____

☐ Manager Name: _____

☐ Member Address: _____

☐ Authorized _____

Person _____

☐ Other _____ ☐ Other _____

☐ Manager Name: _____

☐ Member Address: _____

☐ Authorized _____

Person _____

☐ Other _____ ☐ Other _____

Important Notice: Use an attachment to report more than six (6). The attachment will be imaged for reporting purposes only. Non-indexed individuals may be added to the index when filing your Florida Department of State Annual Report form.

9. Attached is a certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted)

10. 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.


Signature of an authorized person

Brian Bevers / Jennifer Bevers

Typed or printed name of signee

OFFICE OF THE SECRETARY OF STATE



**CERTIFICATE
OF
LIMITED LIABILITY COMPANY**

WHEREAS, the Articles of Organization of

BEVERS CONSTRUCTION, LLC

an Oklahoma limited liability company has been filed in the office of the Secretary of State as provided by the laws of the State of Oklahoma.

NOW THEREFORE, I, the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this certificate evidencing such filing.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.



*Filed in the city of Oklahoma City this
18th day of November, 2014.*

A handwritten signature in cursive script, reading "Chris Benge".

Secretary of State

**EIN Assistant**

Your Progress: 1. Identify 2. Authenticate 3. Addresses 4. Details 5. EIN Confirmation

Congratulations! The EIN has been successfully assigned.

EIN Assigned: 47-2353511

Legal Name: BEVERS CONSTRUCTION LLC

The confirmation letter will be mailed to the applicant. This letter will be the applicant's official IRS notice and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive by mail.

We strongly recommend you print this page for your records.

Click "Continue" to get additional information about using the new EIN.

Continue >>>

Help Topics

? [Can the EIN be used before the confirmation letter is received?](#)

**Operating Agreement
of
Bever Construction, LLC
An Oklahoma Limited Liability Company**

Dated November 18, 2014

The Members listed on Exhibit A and Bever Construction, LLC (the "Company") enter into this Operating Agreement to be effective upon filing of the Articles of Organization with the Oklahoma Secretary of State. The terms of the Agreement are as follows.

Section 1. (a) *Formation.* The Company has been or shall be formed as a limited liability company under the Act by the filing with the Secretary of State of the State of Oklahoma of Articles of Organization.

(b) *Agent and Principal Office.* The agent and principal office of the Company shall be as stated in the Articles of Organization, subject to change by the Members on filing with the Secretary of State. The Company may also maintain offices at such other place or places as the Members deem advisable.

(c) This Agreement shall commence upon the filing of the Company's Articles of Organization with the Oklahoma Secretary of State, and shall continue through the dissolution and liquidation of the Company as provided in this Agreement.

Section 2. *Definitions.* For purposes of this Agreement, the following terms shall have the meanings ascribed to them.

"*Act*" means the Oklahoma Limited Liability Company Act, 18 Okla. Stat. §2000 *et seq.*, as it may be amended from time to time, and any successor to such act.

"*Agreement*" means this Operating Agreement, as it may be amended or supplemented from time to time.

"*Articles of Organization*" means the articles of organization, as amended from time to time, filed by the Company under the Act.

"*Capital Contributions*" means the sum of the values of cash and property contributed to the Company by the Members.

"*Code*" means the Internal Revenue Code of 1986, as amended from time to time, and any successors to such Code in effect.

"*Company*" means the limited liability company identified herein.

"*Company Property*" means all property owned, leased or acquired by the Company from time to time.

"*Distributable Cash*" means, with respect to any period, the cash received from operations of the Company less (i) cash disbursements in operations and (ii) a reasonable allowance from reserves, contingencies, and anticipated obligations, as determined by the Members. The net cash realized by the Company from the sale, refinancing, or other disposition of all or substantially all of the Company Property, after retirement of existing mortgage debt and transactional expenses, shall be considered Distributable Cash.

"*Event of Dissolution*" has the meaning specified in Section 11.

"*Interest*" means a Person's share of the income and losses of, and the right to receive distributions from, the Company.

"*Member*" or "*Members*" mean the Persons signing this Agreement and any Person who subsequently is admitted as a Member of the Company.

"*Membership Rights*" means all of the rights of a Member in the Company, including a Member's: (i) Interest; (ii) rights as enumerated in Section 2021 of the Act; (iii) right to participate and vote on matters coming before the Members as provided in this Agreement or required by the Act; and (iv) unless this Agreement provide to the contrary, right to act as an agent of the Company.

"*Person*" means a natural person, partnership, domestic or foreign limited partnership, domestic or foreign limited liability company, trust, estate, association or corporation.

Section 3. Capital Contributions. Each Member shall make the Capital Contribution set forth on Exhibit A to this Agreement, which is by this reference incorporated into this Agreement. Exhibit A shall be amended from time to time to reflect any transfer or assignment of all or any part of the Members' Membership Rights and the identity of the substitute member or assignee, the admission of any new members and adjustments to their respective Interests, or any changes to the information set forth therein. Loans by a Member to the Company shall not be considered Capital Contribution.

Section 4. (a) Allocation of Income and Loss. Income and loss shall be allocated to each Member according to the ownership percentage set forth by their name on Exhibit A..

(b) *Distribution of Distributable Cash.* Distributions of Distributable Cash shall be made in the discretion of the Members. Any distribution of property shall be treated as a distribution of cash in the amount of the fair market value of such property.

Section 5. *Management by the Members.* The business of the Company shall be managed by the Members, who may exercise all the powers of the Company whether derived from law, the Articles of Organization or this Agreement. A person may rely in good faith on the apparent authority of a Member to act on behalf of the Company.

Section 6. *Action By The Members.* A Member may record his or her actions for the Company by a written consent signed by the Members. The failure to record an action shall not constitute a presumption of invalidity or otherwise impair the Member's action or the Member's protection from personal liability. Whenever this Agreement references an action to be taken by the Members, such reference presumes that a Majority Vote of the Members is necessary and sufficient to take such action, unless a different vote is specifically required by this Agreement. Each member shall have one vote.

Section 7. *Limitation on Liability.* A Member of the Company shall not be 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 (as an employee, consultant, contractor or otherwise) in the conduct of the business of the Company. A Member shall be liable only to make payment of his or her Capital Contribution and other payments as expressly provided in this Agreement. No Member shall be required to lend funds to the Company or, after such Member's Capital Contribution has been paid, to pay any further Capital Contribution, assessment or payment to the Company, or to perform services for the Company solely by virtue of being a Member.

Section 8. *Indemnification.*

(a) ***Company Indemnity.*** The Company shall indemnify and hold harmless its Members, his or her Affiliates, employees and agents (each, and "Indemnatee") from and against any and all losses, claims, demands, costs, damages, liabilities, joint and several, expenses of any nature (including attorneys' fees and disbursements), judgments, fines, settlements, penalties and other expenses actually and reasonably incurred by the Indemnatee in connection with any and all claims, demands, actions, suites, or proceedings, civil, criminal, administrative or investigative, in which the Indemnatee may be involved, or threatened to be involved, as a party or otherwise, by reason of the fact that the Indemnatee is or was a Member of the Company or is or was a Manager, employee or agent of the Company, including Affiliates of the foregoing, arising out of or incidental to the business of the Company, provided (i) the Indemnatee's conduct did not constitute willful misconduct or recklessness, (ii) the action is not based on breach of this Agreement, (iii) the Indemnatee acted in good faith and in a manner he, she or it reasonably believed to be in, or not opposed to, the best interests of the Company and within the scope of such Indemnatee's authority and (iv) with respect to a criminal action or proceeding, the Indemnatee had no reasonable cause to believe its conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere, or its equivalent, shall

not, in and of itself, create a presumption or otherwise constitute evidence that the Indemnatee acted in a manner contrary to that specified above.

(b) *Advancement of Expenses.* The Company shall advance expenses incurred by an Indemnatee in defending any claim, demand, action, suit or proceeding subject to this Section prior to the final disposition of such claim, demand, action, suit or proceeding if special, independent legal counsel has determined for the Company that the Indemnatee will more likely than not be able to demonstrate compliance with the standard of conduct set forth in subsection (a) and the Indemnatee provides the Company with an undertaking to repay amounts advanced if such person is ultimately determined to be not entitled to indemnification.

Section 9. (a) *Books and Records.* The Company shall maintain its books in accordance with generally accepted accounting principles, provided that the Company may use accounting methods and principles permitted for income tax purposes, including the cash method of accounting.

(b) *Company Funds.* All funds of the Company shall be deposited in a bank account or accounts opened in the Company's name. The Members shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.

(c) *Annual Accounting Period.* The annual accounting period of the Company shall be its taxable year. The Company's taxable year shall be selected by the Members, subject to the requirements and limitations of the Code.

Section 10. (a) *Transfers of Membership Rights.* A Member may transfer his or her Membership Rights in the Company, in whole or in part. Upon receipt of documents evidencing the transfer, the Company shall promptly record the transfer in the books and records of the Company, and the assignee of such Membership Rights shall then become a substitute member with respect to the Membership Rights assigned. A Member may also assign some or all of the economic rights associated with his or her Interest; provided, however, that such assignment shall not entitle the assignee to the remaining Membership Rights of the assigning Member until and unless the assignee is admitted as a substitute member of the Company. Any holder of an Interest, including a right to distributions or charging order, shall be deemed conclusively to have agreed to comply with and be bound by all terms and conditions of this Agreement, with the same effect as if such holder had executed an express acknowledgment, regardless of whether such holder in fact has executed such an express acknowledgment. The holder of Membership Rights acquired by intestate succession or testamentary disposition or through a decree or judgment from a court of competent jurisdiction shall become a substitute member without the necessity of the Member's consent.

(b) *Admission of Additional Members.* The Company may admit an additional Member by accepting Capital Contributions from such Member on such terms

and conditions as are approved by the Members. No Member shall have a preemptive or other right to make a capital contribution unless authorized by contract or the consent of the Members.

Section 11. (a) *Events of Dissolution.* The Company shall dissolve and its affairs shall be wound up upon the earlier of: (i) the time specified in the Articles of Organization; (ii) the effective date of articles of dissolution adopted by the written consent of the Members; or (iii) the entry of a decree of judicial dissolution under Section 2038 of the Act (an "Event of Dissolution"). The Company shall thereafter conduct only activities necessary to wind up its affairs as provided under the Act.

(b) *Method of Winding Up.* Upon an Event of Dissolution, the Company shall liquidate and wind up its affairs. The Members shall continue to receive profits and losses during the period of liquidation and winding up in the same proportion as before commencement of winding up and dissolution. The proceeds from the liquidation and winding up shall be applied in the following order of priority:

(i) To creditors, including a Member if a creditor, to the extent permitted by law, in satisfaction of liabilities of the Company other than a liability to the Member on account of his or her Capital Contributions or pursuant to a withdrawal of capital; and

(ii) The balance to the Members.

Unless the Members determine otherwise, all distributions will be made in cash, and none of the Company Property will be distributed in kind to the Members.

(c) *Filing Articles of Dissolution.* When an Event of Dissolution occurs, the Company shall file Articles of Dissolution as required by the Act, and shall take whatever other action may be advisable or proper to carry out the liquidation and winding up of the Company.

(d) *Return of Capital.* The return of Capital Contributions shall be made solely from Company Property.

Section 12. *General Provisions.*

(a) *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the Members and his or her heirs, executors, administrators, successors, legal representatives and permitted assignees.

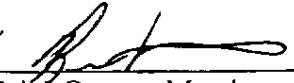
(b) *Applicable Law.* This Agreement shall be construed in accordance with and governed by the laws of the State of Oklahoma, without regard to its principles of conflict of laws.

(c) *Invalidity of Provisions.* If any provision of this Agreement is or becomes invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not be affected.

Each Member signs this Agreement as of the date shown below:

NAME

DATE

✓ 

Brian Bevers, Member

✓ 

Jennifer Bevers, Member

