

N100000015835

(Requestor's Name)

UNITED FINANCIAL COUNSELORS
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786-288-5320

(Address)

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COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Khila Educational Family Community Outreach Center Inc.

DOCUMENT NUMBER: N10000005835

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Phoebe Harris

(Name of Contact Person)

Khila Educational Family Community Outreach Center Inc.

(Firm/ Company)

2224 Evans Street

(Address)

Hollywood FL. 33020

(City/ State and Zip Code)

harrisphoebe@bellsouth.net

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

For further information concerning this matter, please call:

Phoebe Harris

(Name of Contact Person)

at

786 234 2557

(Area Code) (Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

☐ \$35 Filing Fee

☐ \$43.75 Filing Fee &
Certificate of Status

☐ \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed)

☐ \$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy is
Enclosed)

Mailing Address

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

Street Address

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Articles of Amendment
to
Articles of Incorporation
of

Khila Educational Family Community Outreach Center, Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

N10000005835

(Document Number of Corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this **Florida Not For Profit Corporation** adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

N.A.

The new name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc." "Company" or "Co." may not be used in the name.

B. Enter new principal office address, if applicable:

(Principal office address **MUST BE A STREET ADDRESS**)

N.A.

C. Enter new mailing address, if applicable:

(Mailing address **MAY BE A POST OFFICE BOX**)

N.A.

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent: N.A.

New Registered Office Address:

(Florida street address)

_____, Florida _____
(City) (Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

<input checked="" type="checkbox"/> Change	<u>PT</u>	<u>John Doe</u>
<input checked="" type="checkbox"/> Remove	<u>V</u>	<u>Mike Jones</u>
<input checked="" type="checkbox"/> Add	<u>SV</u>	<u>Sally Smith</u>

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) <input type="checkbox"/> Change	<u>VP</u>	<u>Vincent Newman Sr.</u>	<u>6401 Garfield St.</u>
<input type="checkbox"/> Add			<u>Hollywood FL. 33020</u>
<input checked="" type="checkbox"/> Remove			<u></u>
2) <input type="checkbox"/> Change	<u></u>	<u></u>	<u></u>
<input type="checkbox"/> Add			<u></u>
<input type="checkbox"/> Remove			<u></u>
3) <input type="checkbox"/> Change	<u></u>	<u></u>	<u></u>
<input type="checkbox"/> Add			<u></u>
<input type="checkbox"/> Remove			<u></u>
4) <input type="checkbox"/> Change	<u></u>	<u></u>	<u></u>
<input type="checkbox"/> Add			<u></u>
<input type="checkbox"/> Remove			<u></u>
5) <input type="checkbox"/> Change	<u></u>	<u></u>	<u></u>
<input type="checkbox"/> Add			<u></u>
<input type="checkbox"/> Remove			<u></u>
6) <input type="checkbox"/> Change	<u></u>	<u></u>	<u></u>
<input type="checkbox"/> Add			<u></u>
<input type="checkbox"/> Remove			<u></u>

Amended

See attached ~~Articles of Amendment to~~ Articles of Incorporation:

**Articles of Amendment to Articles of Incorporation of
KHILA EDUCATIONAL FAMILY COMMUNITY
OUTREACH CENTER, INC.
A Florida Not For Profit Corporation**

This Operating Agreement effective as of May 05, 2015 by, between and among the Members confirms our understanding as to the matters contained herein. The parties hereto agree as follows:

ARTICLE I
Definitions

SECTION 1.1. As used herein, the following terms and phrases shall have the meanings indicated:

A. "Act" shall mean the Limited Liability Company Act, as amended, of the State of Florida.

B. "Capital Account" shall mean, with respect to each Member, the account established for each Member pursuant to Section 6.5. Member's Capital Accounts shall be determined and maintained in accordance with the rules of paragraph (b)(2)(iv) of Regulation Section 1.704-1 of the Code.

C. "Capital Contributions" shall mean the fair market value of the amounts contributed by the Members pursuant to Section 6.1.

D. "Code" shall mean the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent revenue laws.

E. "Manager" shall mean the Member or Non-Member Manager(s) selected by unanimous vote of all of the Members at a meeting of Members duly called and held for such purpose to serve as Manager of the Company.

F. "Members" shall mean the persons designated as such in Schedule A of this Agreement, any successor(s) to their interest as such in the Company; and any other person who pursuant to this Agreement shall become a Member, and any reference to a "Member" shall be to any one of the then Members.

G. "Net Profits" and "Net Losses" shall mean the net profit or net loss, respectively, of the Company determined in accordance with Section 7.1.

H. "The words "membership interest" shall mean a Member's interest in the Company which shall be in the proportion that the Member's share of the profits and

losses of the Company bears to the aggregate shares of all the Members determined in accordance with section 18-503 of the Act which states that profits and losses shall be allocated on the basis of the value of the contributions of each Member as stated in the Operating Agreement. A Membership Interest may be evidenced by a certificate issued by the Company. A Membership Interest may be expressed on a certificate as "Units" where a Member's Units bears the same relationship to the aggregate Membership Interest of all Members. A Member's Interest may be a certificated security or an uncertificated security within the meaning of section 8-102 of the uniform commercial code if the requirements of section 8-103(c) are met, and if the requirements are not met such interest shall, for purpose of the uniform commercial code, be deemed to be a general intangible asset.

I. "Company" shall mean this Limited Liability Company.

K. "Person" shall mean any natural person, corporation, partnership, joint venture, association, limited liability company or other business or legal entity.

ARTICLE II

Organization of the Company

SECTION 2.1. The purpose of the company is to conduct any lawful business for which limited liability companies may be organized and to do all things necessary or useful in connection with the foregoing.

SECTION 2.2. The Members shall be Members in the Company and shall continue to do business under the name of the Company until the Manager shall change the name or the Company shall terminate.

SECTION 2.3. The principal address of the Company shall be such place or places as the Manager may determine. The Manager will give notice to the Members promptly after any change in the location of the principal office of the Company.

ARTICLE III

Status of Members

SECTION 3.1. No Member will be bound by, or be personally liable for the expenses, liabilities or obligations of the Company.

SECTION 3.2. No Member will be entitled to withdraw any part of his Capital Account or to receive any distributions from the Company except as expressly provided in this Agreement.

SECTION 3.3. No Member will have the right to require partition of the property or to compel any sale or appraisal of the company's assets or any sale of a

deceased Member's interest in the Company's assets, notwithstanding any provision of law to the contrary.

ARTICLE IV **Meeting of Members**

SECTION 4.1. An annual meeting of Members shall be held within five (5) months after the fiscal year of the Company on such date and at the time and place (either within or without the State of its organization) as shall be fixed by the Members. At the annual meeting, the Members shall elect the Manager and transact such other business as may properly be brought before the meeting.

SECTION 4.2. A special meeting of Members may be called at any time by the Manager and shall be called by the Manager at the request in writing of that Membership interest specified in Schedule C of the Members entitled to vote at such meeting. Any such request shall state the purpose or purposes of the meeting. Business transacted at any special meeting of Members shall be confirmed to the purposes set forth in the notice thereof.

SECTION 4.3. Written notice of the time, place and purpose of every meeting of Members (and, if other than an annual meeting, the person or persons at whose discretion the meeting is being called), shall be given by the Manager to each Member of record entitled to vote at such meeting, not less than nor more than sixty days prior to the date set for the meeting. Notice shall be given either personally or by mailing said notice by first class mail to each Member at his address appearing on the record book of the Company or at such other address supplied by him in writing to the Manager of the Company for the purpose of receiving notice. Email notice shall be effective with a delivery receipt.

A written waiver of notice setting forth the purposes of the meeting for which notice is waived, signed by the person or persons entitled to such notice, whether before or after the time of the meeting stated therein, shall be deemed equivalent to the giving of such notice. The attendance by a Member at a meeting either in person or by proxy without protesting the lack of notice thereof shall constitute a waiver of notice of such Member.

All notices given with respect to an original meeting shall extend to any and all adjournments thereof and such business as might have been transacted at the original meeting may be transacted at any adjournment thereof; no notice of any adjourned meeting need be given if an announcement of the time and place of the adjourned meeting is made at the original meeting.

SECTION 4.4. The holders of a majority in interest of the Members present in person or represented by proxy, shall be requisite and shall constitute a quorum at all meetings of members except as otherwise provided by statute or the Certificate of Formation. If, however, a quorum shall not be present or represented at any meeting of Members, the Members entitled to vote thereat, present in person or represented by

proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. When a quorum is once present to organize a meeting, such quorum is not deemed by the subsequent withdrawal of any Members.

SECTION 4.5. The votes of the Members will be weighted based on their Percentage Interests. The Members holding at least 50% of the Percentage Interests will constitute a quorum for the transaction of business at a meeting of Members. If a quorum is present at any meeting of Members, the affirmative vote of Members owning more than 50% of the Percentage Interests represented at the meeting will be the act of the Members.

SECTION 4.6. Each Member will be entitled at each meeting and upon each proposal presented at a meeting of Members to vote in person or by proxy. Every proxy must be signed by the Member, and no proxy will be valid after the expiration of 11 months from the date thereof unless otherwise provided in the proxy. Every proxy will be revocable at the pleasure of the Member executing it. The authority of the holder of a proxy to act will not be revoked by the incompetence or death of the Member who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death shall have been received by the Company. If expressly provided in a proxy, a proxy holder may appoint in writing a substitute to act in his place.

SECTION 4.7. All meetings of Members shall be presided over by the Manager, or if not present, by a Member thereby chosen by the Members at the meeting. The Manager or the person presiding at the meeting shall appoint any person present to act as secretary of the meeting.

SECTION 4.8. Any action required or permitted by law or this Agreement to be taken at any meeting of Members may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall have been signed by Members owning not less than the Percentage Interests that would have been necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted. Within 10 days after obtaining such authorization by written consent, the Manager(s) will give Notice to those Members who have not consented in writing. The Notice will fairly summarize the material features of the authorized action.

SECTION 4.9. The Company shall be entitled to treat the holder of record of any membership interest as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such membership interest on the part of any other person whether or not it shall have express or other notice thereof, except as otherwise provided by the Act.

ARTICLE V

Management

SECTION 5.1. The Members hereby declare that the Company will be Manager managed by at least one (1) Manager, who will have all of the powers of a manager under the Act, unless specifically excluded below. If there are multiple managers, the Managers shall vote in proportion to their Membership Interests in the Company. By unanimous consent of all members, a Manager can be a non-member of the Company. No Member will take part in or interfere in any manner with the conduct of the business of the Company or have any right to act for or bind the Company except as provided in this Agreement. A Statement of Authority filed with the secretary of state and in the public records of the county in which the Company owns any real property shall be conclusive evidence of the actual authority of any Manager to sign for or bind the company, even if said Statement of Authority conflicts with this document.

SECTION 5.2. The Manager(s) shall hold office for the term for which elected and until a successor has been elected and qualified. A vacancy in the office of Manager arising from any cause may be filled for the unexpired portion of the term by the Members.

SECTION 5.3. Any Manager may resign at any time by giving written notice to the Members. Any such resignation shall take effect at the time specified therein or, if the time is not specified therein, upon the receipt thereof, irrespective of whether any such resignations shall have been accepted. Any resigning Manager must sign the appropriate forms to be filed with the State of Florida Division of Corporations.

SECTION 5.4. The Company shall be managed by the Manager(s) and the conduct of the Company's business shall be controlled and conducted solely and exclusively by the Manager(s) in accordance with this Agreement. In addition to and not in limitation of any rights and powers conferred by law or other provisions of this Agreement, the Manager(s) shall have and may exercise on behalf of the Company all powers and rights necessary, proper, convenient or advisable to effectuate and carry out the purposes, business and objectives of the Company, and to maximize Company profits.

SECTION 5.5. Notwithstanding the foregoing, the Manager may not make any of the management decisions stated in Schedule B without obtaining the consent of that Membership interest stated in Schedule B.

SECTION 5.6. The Manager shall serve as Tax Matters Member as such term is defined in Code Section 6231 (a)(7).

SECTION 5.7. Any person made or threatened to be made a party to an action or proceeding, whether civil or criminal, by reason of the fact that he, his testator or intestate, then, is, or was a Managers, member, employee or agent of the Company,

or then serves or has served on behalf of the company in any capacity at the request of the Company, shall be indemnified by the Company against reasonable expenses, judgments, fines and amounts actually and necessarily incurred in connection with the defense of such action or proceeding or in connection with an appeal therein, to the fullest extent permissible by the Act. Such right of indemnification shall not be deemed exclusive of any other right to which such person may be entitled.

ARTICLE VI

Capital

SECTION 6.1. The Members have contributed to the Company in exchange for their membership interests their interests the cash and other property as set forth on Schedule A, annexed hereto.

SECTION 6.2. The capital accounts of each member may not reflect the fair market value and the adjusted basis of the contributing Member of any property other than cash contributed to the Company by a Member. The distribution of income and principal to the capital accounts of each member is further described in Article VII.

SECTION 6.3. Except as expressly provided in this Agreement, no Member shall be required to make any additional contributions to the capital of the Company.

SECTION 6.4. No interest shall be paid on the Capital Account of any Member.

SECTION 6.5. A Capital Account shall be established for each Member on the books and records of the Company in accordance with section 1.1.B. If any assets of the Company are distributed to the Members in kind, the Capital Accounts of the Members shall be adjusted to reflect the difference between the fair market value of such assets on the date of distribution and the basis of the Company in such assets.

ARTICLE VII

Profits and Losses

SECTION 7.1. The Net Profits and Net Losses of the Company shall be the net profits and net losses of the Company as determined for Federal income tax purposes.

SECTION 7.2. Each of the members shall own an interest in the LLC as set forth in Paragraph IV, entitled "Capital Contributions", except as the same may hereinafter vary or change as provided in Paragraph V, entitled "Additional Capital Contributions". All profits and losses of the LLC shall be shared by each of said Members according to the percentage of interest each Member owns. A separate capital account shall be maintained for each Member. No Member shall make any withdrawals from capital without prior approval of the LLC. If the capital account of the Member becomes impaired, the Member's share of subsequent LLC profits shall be first credited to the Member's capital account until that account has been restored.

SECTION 7.4. Any Company gain or loss realized with respect to property, other than money, contributed to the Company by a member shall be shared among the Members pursuant to Code Section 704(c) and regulations to be promulgated thereunder so as to take account of the difference between the Company basis and the fair market value of the property at the time of the contribution ("built-in gain or loss"). Such built-in gain or loss shall be allocated to the contributing Member upon the disposition of the property.

ARTICLE VIII

Admission and Withdrawal of a Member; Transfers of Interest

SECTION 8.1. A Member may transfer his interest in the Company to another person or entity only with the prior unanimous consent of the other Member(s) either in writing or at a meeting called for such purpose. If all of the other Members do not approve of the transfer, the transferee shall have no right to participate in the Management of the business and affairs of the Company or to become a Member. The transferee shall be entitled to receive the share of profits, losses and Cash Flow or other compensation by way of income and the return of contributions to which the transferor otherwise would be entitled.

SECTION 8.2. The Members agree to sign such additional documents as may be required in order to admit additional Members to the Company, pursuant to section 8.1 as well as; among other things, to provide for the division of profits, losses and Cash Flow among the Members.

SECTION 8.3. All costs and expenses incurred by the Company in connection with the assignment of a Member's interest, including any filing fees and publishing costs and the fees and disbursements of counsel, shall be paid by the assigning Member.

SECTION 8.4. Each person who becomes a Member in the Company, by becoming a Member, shall and does hereby ratify and agree to be bound by the terms and conditions of this Agreement.

SECTION 8.5. Permitted Transferee. Notwithstanding anything contained in this Agreement to the contrary, all Managing Members have consented to a Member Disposing of his Company Interest to a "Permitted Transferee". A Permitted Transferee is (i) any Person who is a "personal representative" of the Member; (ii) any Person to whom the Disposition of a Company Interest has been Approved by the Managing Members; and (iii) a Member's "immediate family" or a trust, limited partnership or other entity or arrangement solely for the purpose of estate planning and solely to benefit the Member's immediate family, charitable organization(s) or similar objects. For the purposes of this Section 8.5, a Member's personal representative is any Person who succeeds to such Member's estate as a result of such Member's death, legal

incompetence or Event of Bankruptcy and any transferee from any such Person, provided such transferee is a member of the Member's immediate family, and a Member's immediate family consists of his spouse, children, brothers, sisters and natural or adopted lineal ancestors or descendants, and trusts for his exclusive benefit.

ARTICLE IX

Terminations or Dissolution of Company

SECTION 9.1. The Company shall be terminated if (a) a majority in interest of the Members consent that the Company should be terminated and dissolved, or (b) the Company is dissolved pursuant to this Agreement.

SECTION 9.2. The Company shall be terminated in the event any Member (i) withdraws, resigns or is expelled from the Company; (ii) makes an assignment for the benefit of creditors, is the subject of an order for relief under Title 11 of the United States Code, files a petition or answer seeking for himself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation, files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him in any proceeding of this nature, seeks, consents to, or acquiesces in the appointment of a trustee, receiver or liquidator for all or any substantial part of his properties; (iii) dies; or (iv) a judgement is entered by a court of competent jurisdiction adjudicating him incompetent to manage his person or his property.

SECTION 9.3. If the Company is dissolved, the owners of a majority in interest of the remaining Members may elect to reconstitute and continue the Company as a successor Company upon the same conditions as are set forth in this Agreement. Any such election to continue the Company will not result in the creation of a new Company among the remaining Members, nor will such election require the amendment of this Agreement or the execution of an amended Agreement.

SECTION 9.4. Upon the termination and dissolution of the Company, the then Manager, or Manager, if any, or if there is no Manager, any person elected to perform such liquidation by the written consent of the owners of a majority in interest of the Members, shall proceed to the liquidation of the Company. The proceeds of such liquidation shall be applied and distributed as follows:

A. If any assets of the Company are to be distributed in kind, such assets shall be distributed on the basis of the fair market value thereof, and any Member entitled to any interest in such assets shall receive such interest therein as a tenant-in-common with all other Members so entitled. The fair market value of such assets shall be determined by an independent appraiser to be selected by the Company's independent public accountants. The amount by which the fair market value of any Property to be distributed in kind to the Members exceeds or is less than the basis of such Property, shall, to the extent not otherwise recognized by the Company, be taken

into account in computing Net Profits or Net Losses (and shall be allocated among the Members in accordance with Section 7) for purposes of crediting or charging the Capital Accounts of, and liquidating distributions to, the Members under Section 9.4.B.

B. All distributions upon liquidation of the Company shall be distributed as follows: to each of the Members, in proportion to the amounts of their respective positive Capital Accounts, as such accounts have been adjusted (i) in accordance with Section 6.5 to reflect the Net Profit or Net Loss realized or incurred upon the sale of the Company's property or assets and any deemed sale pursuant to Section 9.4.A; (ii) in accordance with Section 7 to reflect all Net Profits or Net Losses with respect to the year of liquidation. No Member shall be liable to repay the negative amount of this Capital Account.

SECTION 9.5. Each of the Members shall be furnished with a statement, reviewed by the Company's independent public accounts, which shall set forth the assets and liabilities of the Company as of the date of the Company's liquidation. Upon completion of the liquidation, the Manager shall execute and cause to be filed a Certificate of Dissolution of the Company and any and all other documents necessary with respect to termination of the Company.

ARTICLE X

Books and Reports

SECTION 10.1. The Manager shall cause the Company to maintain the following records:

A. Complete and accurate books of account, in which shall be entered, fully and accurately, each and every transaction of the Company, shall be kept by the Manager at the principal office of the Company. The fiscal year of the Company shall be the calendar year. The Books of account of the Company shall be kept in accordance with sound accounting practices and principles applied in a consistent manner by the Company; provided however, that all methods of accounting and treating particular transactions shall be in accordance with the methods of accounting employed for federal income tax purposes. All determinations by the Manager(s) with respect to the treatment of any item or its allocation for Federal, state or local tax purposes shall be binding upon all the Members unless the determination is inconsistent with any express provision of this Agreement.

B. A current list of the full name and last known mailing address of each Member set forth in alphabetical order together with the contribution and share in profits and losses of each Member; a copy of the Certificate of Formation of the Limited Liability Company and any amendments thereto; a copy of the Limited Liability Company's federal, state and local income tax returns for the three most recent fiscal years.

C. Any Member shall have the right from time to time at his expense to have his accountants and representatives examine and/or audit the books and records of the Company and the information referred to in this Section, and the Manager will make such books and records and information available for such examinations and/or audits.

SECTION 10.2. No value shall be placed for any purpose upon the Company name or the right to its use, or upon the goodwill of the Company or its business. Upon termination or dissolution of the Company (without reconstitution thereof) as provided in this Agreement, neither the Company name or the right to its use, nor the goodwill of the Company, shall be considered as an asset of the Company.

SECTION 10.3. The Manager will cause to be sent to the Members within a reasonable period after the close of each year the following: (a) annual statements of the Company's gross receipts and operating expenses, and the capital accounts of each Member, prepared by the Company's independent public accountants, to be transmitted to each Member; and (b) a report to be transmitted to each Member's allocable share of all items of income, gain, loss, deduction, and credit, for Federal income tax purposes.

ARTICLE XI

Tax Elections

SECTION 11.1. In the event of a transfer of a Member's interest, upon the death of a Member, or in the event of the distribution of Company property to any party hereto, the Company may (but need not necessarily) file an election, in accordance with Section 754 of the Code to cause the basis of the Company Property to be adjusted for Federal income tax purposes, as provided by Sections 734 and 743 of the Code.

ARTICLE XII

Miscellaneous

SECTION 12.1. Any notice or other communication under this Agreement shall be in writing and shall be considered given when mailed by registered or certified mail, return receipt requested, to the parties at the following addresses (or at such other address as a party shall have previously specified by notice to the others as the address to which notice shall be given to him):

A. If to the Company, to it in care of the Manager at the address of the Company.

B. If to the Manager, to them at the address of the Company.

C. If to any Member, to him at his address set forth on the books and records of the Company.

SECTION 12.2. This Agreement contains a complete statement of all of the arrangements among the parties with respect to the Company and cannot be changed or terminated orally or in any manner other than by a written agreement executed by all of the Members. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement which are not fully expressed in this Agreement.

SECTION 12.3. This Agreement shall be constructed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

SECTION 12.4. This Agreement is intended to be performed in accordance with, and only the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdiction in which the Company does business. If any provision of this Agreement, or the application thereof to any person or circumstance, shall for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected, but rather shall be enforced to the extent permitted by law.

SECTION 12.5. Anything hereinbefore in this Agreement to the contrary notwithstanding, all references to the property of the Company are deemed to include the profits, losses and cash flow of the Property.

SECTION 12.6. Irrespective of the place of execution or performance, this Agreement shall be governed by and constructed in accordance with the laws of the State in which the Company was organized applicable to agreements made and to be performed in that State. Venue shall be in Broward County, Florida.

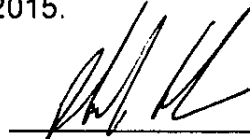
SECTION 12.7. The captions, headings and table of contents in this Agreement are solely for convenience of reference and shall not affect its interpretation.

SECTION 12.8. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall be deemed to constitute a single document.

SECTION 12.9. When ever the context so requires, the male gender when used herein shall be deemed to include the female gender, the female gender shall be deemed to include the male gender, the singular shall be deemed to include the plural and the plural shall be deemed to include the singular.

SECTION 12.10. In the event of litigation amongst the members to enforce the terms of this agreement or in connection with any of the terms or provisions of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs through and including appellate level proceedings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
effective as of _____, 2015.

A handwritten signature in black ink, appearing to read 'Phoebe Harris', is written over a horizontal line.

Phoebe Harris
President

SCHEDULE A

List name of Member, Membership Interest, address, social security number, and amount of capital contribution

Phoebe Harris 
Name of Member

2224 Evans
Street Address

6922
Last 4 Of SSI #

100%
Membership Percentage Interest

Hollywood, FL. 33020
City, State and Zip code

President of Khila Educational /
Family Community Outreach Center INC.
Name of Principal of Entity

SCHEDULE B

The following management decisions shall require the consent of greater than a majority of the Membership interests, or unanimous consent if only two members to the Company:

Decision:

1. Adopt any annual operating or capital budget on behalf of the Company
2. Acquire any material assets for the Company or hire any managerial or executive level employee of the Company;
3. Sell, dispose of, transfer or lease (whether as lessor as lessee) any material portion of any material assets of the Company, whether real or personal;
4. Borrow money or incur any debt, other than trade payables in the ordinary course of business, for or on behalf of the Company;
5. Mortgage or subject to any lien or encumbrance (other than immaterial liens arising in the ordinary course of business such as mechanics, or materialmen's liens) any assets of the Company;
6. Assign, transfer, pledge, compromise or release any claim of or debt due the Company or consent to arbitrate any disputes or controversies of the Company;
7. Materially alter any material property of the Company;
8. Designate additional places of business for the Company;
9. Cause the Company to make any loan to, or guarantee any indebtedness of, any third party or any Member;
10. Institute on behalf of the Company any litigation or any proceeding in the nature of a bankruptcy or insolvency proceeding or involving an assignment for the benefit of creditors or similar action on behalf of the Company;
11. Enter into any other transaction, enter into any contract or agreement, or make any other decision for the Company which could reasonably be deemed to be outside the ordinary business of the Company;
12. Expend any sum or incur any obligation (whether lump sum or in installments) in excess of \$5,000.00;
13. Make tax elections or adjust the Capital Accounts;

SCHEDULE C

The Membership interest required to call a meeting of Members shall be:

75 Percent (75%)

05/05/2015

The date of each amendment(s) adoption: _____, if other than the date this document was signed.

06/01/2015

Effective date if applicable:

(no more than 90 days after amendment file date)

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.

Adoption of Amendment(s)

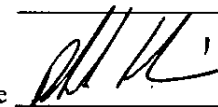
(CHECK ONE)

- ☒ The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.
- ☐ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

06/01/2015

Dated

Signature



(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Phoebe Harris

(Typed or printed name of person signing)

President

(Title of person signing)