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(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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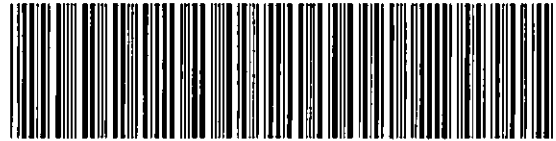
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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2024 AUG 12 AM 9:33

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COVER LETTER

TO: New Filing Section  
Division of Corporations

SUBJECT: Wreckers Studio 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:

Kalena Petro  
Name of Person

Wreckers Studio LLC  
Firm/Company

900 White Street #3  
Address

Key West, Florida 33040  
City/State and Zip Code

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

For further information concerning this matter, please call:

Kalena Petro at ( 845 ) 344-7585  
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 of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

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ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

Wreckers Studio 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:

Mailing Address:

900 White Street #3  
Key West FL  
33040

900 White Street #3  
Key West FL  
33040

ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:

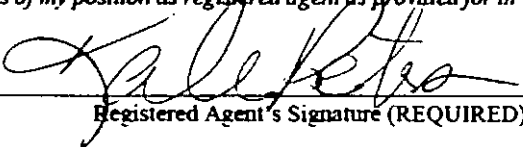
(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

The name and the Florida street address of the registered agent are:

Kalena Petro  
Name

900 White Street #3  
Florida street address (P.O. Box NOT acceptable)  
Key West FL 33040  
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)

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**ARTICLE IV-**

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

**Title:**

"AMBR" = Authorized Member

"MGR" = Manager

AMBR

**Name and Address:**

Kalena Petro

900 White Street #3

(Use attachment if necessary)

**ARTICLE V:** Effective date, if other than the date of filing: 8/5/24 (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.

Kalena Petro

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)

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**ATTACHMENT TO ARTICLES OF ORGANIZATION FOR WRECKERS STUDIOS  
LLC**

**Purpose:**

1. The purpose for which the Company is formed is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the the Florida Revised Limited Liability Company Act.

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CLERK



**Kalena Petro**  
900 White Street, #3  
Key West, FL 33040

**To Whom it may concern**

This is my coverletter containing my name, address and daytime telephone number along with the articles of organization and check in the amount of \$160 to fulfill the requirements of Florida Department of State Division of Corporations for my Single Member LLC, Wreckers Studio LLC.

**Thank you,**

*Kalena Petro*



2024 AUG 12 AM 9:33

PM 1:37

**Single-Member LLC Operating Agreement  
of  
Wreckers Studio LLC**

**1. COMPANY.** This Multi-Member LLC Operating Agreement ("Agreement") entered as of the undersigned date shall take effect on August 16 2024, between the Company and its Members mentioned herein:

**a.) Formation Details.**

Company Name: Wreckers Studio LLC  
Principal Address: 900 White Street, #3, Key West, Florida, 33040  
State of Formation: Florida  
Date of Formation: 08/05/24

**b.) Tax Classification.** The Company shall be classified for tax purposes as a(n) Disregarded Entity.

**c.) Business Purpose.** The purpose of the LLC is to engage in any lawful business activity for which a limited liability company may be organized.

**d.) Term.** In Perpetuity.

**e.) Fiscal Year-End (Tax Purposes).** The last day of the month of December.

**2. MEMBER.** The Company is formed with a single Member known as:

Name: Kalena Petro  
Ownership: 100%  
Mailing Address: 900 White Street, #3, Key West, Florida, 33040

Hereinafter known as the "Member." The Company is owned solely and in its entirety by the Member. In consideration of the mutual covenants set forth herein and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Member and the Company agree as follows:

**3. MEMBER DECISIONS.**

**a.) Business Decisions.** Business decisions related to the Company's activities, finances, and management shall be made solely by its Member unless a Manager is selected to handle its affairs.

**b.) Amending this Agreement.** Any amendments to this Agreement shall be made solely by the Member.

**c.) Adding New Members.** Adding new Members to this Company shall be made solely by the Member.

**d.) Dissolving the Company.** To dissolve the Company and cease business activities, this shall be made solely by the Member.

**4. MANAGEMENT.** Any and all decisions of the Company shall be made by the Member.

**5. DISTRIBUTIONS.** Company profits shall be distributed at the Member's sole discretion.

**6. MEETINGS.** Company meetings shall be held, with all Members expected to be present, only when required or called upon by the Members.

**7. PROFITS AND LOSSES.** The allocation of profits and losses of the Company shall be shared and paid to the Member. If additional Members are added, such allocation of profits and losses shall be shared in accordance with the Company's ownership interest.

**8. CAPITAL CONTRIBUTIONS.** The Member agrees to make the following Capital Contribution(s) to the Company: The member will make a capital contribution of \$3,000.

**9. LIABILITY.** The Member, and any authorized person acting under the management of the Company, or under the capacity of any officer, director, stockholder, partner, member, affiliate, employee, agent, or representative of the Company ("Covered Person") shall not be liable to the Company or any Covered Person for any loss, damage, or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in their respective capacity, so long as such action or omission does not constitute fraud or willful misconduct. This Agreement is not intended to, and shall not, create or impose any fiduciary duty on any Covered Person. Each Member and the Company hereby waive any fiduciary duties that, absent such waiver, may be implied by Governing Law, and in doing so, acknowledge and agree that the duties and obligations of each Covered Person to each other and the Company are only as expressly outlined in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing or at law or in equity, are agreed by each Member to replace such other duties and liabilities.

**10. INDEMNIFICATION.** The Company will indemnify any person who was or is a defendant or is threatened to be made a defendant in a pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) because the person is or was a member, employee, or agent of the Company, or is or was serving at the request of the Company. This indemnification covers expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit, or proceeding, provided that the member determines that the individual's actions were in or not opposed to the best interest of the Company and, with respect to any criminal action or proceeding, the individual had no reasonable cause to believe their conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of no contest does not, by itself, create a presumption that the person did or did not act in good faith and in a manner they reasonably believed to be in the best interest of the Company and, with respect to any criminal action or proceeding, had reasonable cause to believe that their conduct was lawful.

**11. DISSOLUTION.** At the Member's decision, the affairs of the Company may be wound down and dissolved. Upon the dissolution of the Company, it shall immediately commence to wind down its affairs and for the Member to liquidate, sell, or transfer the business operations and assets of the Company. If debts are owed at the time of dissolution, the Company is obligated to pay creditors first before distributing cash, assets, and/or initial capital to the Member or any other economic interests.

**12. AMENDMENTS.** Amendments to this Agreement can be made if signed and dated by the Member and attached to this Agreement.

**13. SEVERABILITY.** In the event that any provision of this Agreement shall be declared to be invalid, illegal, or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality, and enforceability of the other provisions hereof shall not in any way be affected or impaired.



thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

#### 14. DEFINITIONS.

- a.) Capital Contributions. The Member may make an initial capital contribution, although there is no obligation to make such a contribution. If made, the Member shall not receive interest on any contributions, and the capital account will reflect such contributions, profits, losses, and distributions. Return of any capital contributions, if made, will be at the Member's discretion. Any contributions made are not considered loans to the Company.
- b.) Governing Law. This Agreement shall be governed by and construed in accordance with the statutory laws, regulations, and rules of the State of Formation without giving effect to any choice or conflict of law provision or rule, whether of the State of Formation or any other jurisdiction.
- c.) Registered Agent. The registered agent and office of the Company shall be the same as recorded and filed with the Secretary of State. Such details were recorded and filed with the Secretary of State on the formation documents or when filing an annual report.
  - i. Service of Process. The registered agent and office of the Company shall serve as the service of process. As required by Governing Law, the registered agent shall meet the requirements of being open to accept notices.
- d.) Secretary of State. Refers to the office or department where the Company is registered in State of Governing Law. The term "Secretary of State" is a general title, whether or not it exists in the State of Governing Law or if the Secretary of State's office is responsible for the formation of business entities.
- e.) Management. The Company's business and affairs shall be managed, operated, and controlled by or under the selection made in Section 4. Such management shall have full authority to take necessary actions to achieve the Company's objectives. Such actions make legally bind the Company into certain agreements and contracts. No other individual or entity has the authority to act on behalf of the Company unless specific written authority has otherwise been granted.
  - i.) Manager's Compensation. If a Manager is selected to make decisions on behalf of and for the Company, and they shall be compensated, the payment made by the Company to the Manager is for their services performed. Such compensation can be changed at any time, whether or not it is amended in this Agreement.
- f.) Member. The Member mentioned herein is the sole owner of the Company. Unless this Agreement is amended, the Member owns the Company in its entirety.
- g.) Purpose. The business purpose is written in this Agreement for documentation reasons only. The Company is entitled to perform, engage, or be associated with any legal business purpose legal under law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Member's Signature: \_\_\_\_\_

Print Name: Kalena Petro

*Kalena Petro*

Date: 08/05/24

*Kalena Petro*



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