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LIMITED LIABILITY COMPANY

Frock Candy Destin, L.L.C.

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**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE**

**ARTICLES OF ORGANIZATION
OF
FROCK CANDY DESTIN, L.L.C.**

BEFORE ME, Stephen Babcock, the undersigned Notary Public, and in the presence of the undersigned competent witnesses and on this 24 day of July, 2003, came and appeared **RENEE ROBINS**, of the age of majority and domiciled in the Parish of East Baton Rouge, state of Louisiana, whose permanent mailing address is 10889 Perkins Road, Suite C, Baton Rouge, LA 70810, who, after being duly sworn, declared that the Articles of Organization of **FROCK CANDY DESTIN, L.L.C.** are set out as follows:

**ARTICLE I
FORMATION**

The members form this day a Limited Liability Company under the laws of the State of Florida, specifically as provided in Section 608 et seq. (hereinafter sometimes referred to as "Company").

**ARTICLE II
NAME**

The name of this Limited Liability Company shall be:

FROCK CANDY DESTIN, L.L.C.

**ARTICLE III
MEMBERS**

FROCK CANDY DESTIN, L.L.C. is hereby formed by the following members:

RENEE MICHELLE, INC., a Louisiana Corporation domiciled at 1281 N. Causeway Blvd., Mandeville, LA 70471 who declares its mailing address to be 1281 N. Causeway Blvd., Mandeville, LA 70471 (hereinafter referred to as "RENEE");

**ARTICLE IV.
PURPOSE**

The company's purpose is to conduct business for any lawful purpose either for its own account, or for the account of others, as agent, and either as agent or principal, in which Limited Liability companies organized under Section 608 of the Florida Statutes; and to the extent not prohibited thereby, to enter upon and engage in any kind of business of any nature whatsoever in any

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other state of the United State of America, any foreign country, and any territory of any country to the extent permitted by the laws of such country, state or territory.

**ARTICLE V.
OPERATING AGREEMENT**

The members of this Company shall have an Operating Agreement which shall control the Articles of Organization and which shall specify the details of the formation and operation of the Company.

**ARTICLE VI.
POWERS**

This Company shall have all power and authority as is provided for in Florida Law.

**ARTICLE VII.
REGISTERED OFFICE AND AGENT**

The registered office for **FROCK CANDY DESTIN, L.L.C.** shall be located at:

1281 N. Causeway Blvd.
Mandeville, LA 70471

The registered agent for **FROCK CANDY DESTIN, L.L.C.** shall be:

CT Corporation System
c/o CT Corporation System
1200 South Pine Island Road
Plantation, FL 33324

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**ARTICLE VIII.
MANAGEMENT BY MEMBERS**

The management of the Company shall be specifically provided for in the Operating Agreement.

**ARTICLE IX.
MANAGERS**

The business affairs of the Company shall be managed by a Manager who shall be selected by the Members. The initial Manager shall be **RENEE ROBINS**, and she shall remain as Manager until the Members vote otherwise.

ARTICLE X.
LIMITATION OF LIABILITY AND INDEMNIFICATION

(1) To the fullest extent allowable by under Florida law, the Members of **FROCK CANDY DESTIN, L.L.C.** shall not be liable in monetary damages or otherwise for any actions of the Manager or of any other agent, representative or employee of any other agent, representative or employee of the Company. When any member is found liable for acts he performs or failed to perform in the management of the company, that member shall indemnify all other managers or members who may be held responsible for those actions. In addition, any liability imposed upon a member shall be limited to the amount of capital that member has contributed or has promised to contribute.

(2) The Company shall indemnify any person who was or is a party or is threatened to be made a party to any action, suit or proceeding by reason of the fact that he is or was a member, manager, employee or agent of the Company against expenses (including attorney fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and there is no reasonable cause to believe his conduct was unlawful.

(3) To the extent that a member, manager, employee or agent of the Company has been successful on the merits or otherwise in the defense of any such action, suit or proceeding, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney fees) actually and reasonably incurred by him in connection therewith.

(4) The indemnification hereunder (unless ordered by the court) shall be made by the Company only as authorized in a specific cause upon a determination that the applicable standard of conduct has been met. Such determination shall be made by the members by a majority vote.

(5) The expenses incurred in defending such an action, suit or proceeding shall be paid by the Company in advance of the final disposition thereof if authorized by the members in the manner provided in Section (4) above, upon receipt of an undertaking by or on behalf of the member, manager, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Company as authorized hereunder.

(6) The indemnification provided hereunder shall not be deemed exclusive of any other rights to which one indemnified may be entitled, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a member, manager, employee or agent and shall inure to the benefit of his heirs and legal representatives.

(7) The Company may procure insurance on behalf of any person who is or was a member, manager, employee or agent of the Company, or is or was serving at the request of the Company as a member, manager, employee or agent of another business, nonprofit or foreign corporation, partnership, joint venture, limited liability company or other enterprise against any liability asserted against or incurred by him in any such capacity or arising out of his status as such, whether or not the Company would have the power to indemnify him against such liability under Louisiana Law.

ARTICLE XI
MANAGER VOTING

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If the Company has more than one manager at any one time, conflicts in the management of the Company shall be resolved by a vote of the managers. Each manager shall be entitled to one vote. However, should there be an even number of managers who cannot agree on a resolution, the members shall vote to make the final determination to resolve the dispute.

ARTICLE XII.
MEMBER VOTING

On all matters brought for a vote before the members, the members' votes shall be determined by the operating agreement.

ARTICLE XIII.
RECORDS AND INFORMATION

The Company formed herein shall conform to the record keeping provisions set out in the Operating Agreement.

ARTICLE XIV.
CONTRIBUTIONS TO CAPITAL

The contribution to the Company by all members are their respective interests in property which will be transferred to the Company.

ARTICLE XV.
SHARING OF PROFITS AND LOSSES

The members of the Company will share profits and losses as is provided in the Operating Agreement.

ARTICLE XVI.
DISTRIBUTIONS

The distributions of the Company will be made to the members in accordance with the Operating Agreement.

ARTICLE XVII.
TRANSFERABILITY OF INTEREST

The members shall not be able to transfer their interests in the Company except as provided in the Operating Agreement.

ARTICLE XVIII.
DISSOLUTION OF THE COMPANY

The Company shall become dissolved upon the occurrence of any one of the following events:

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- (1) the unanimous agreement of the members, executed in writing;
- (2) the death, interdiction, bankruptcy of any one member unless within ninety (90) days of such event, the remaining members unanimously consent to the continuance of the company;
- (3) when the number of members is reduced to one;
- (4) judicial dissolution;
- (5) any other event provided in the Operating Agreement.

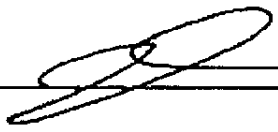
THUS DONE AND SIGNED on May 2, 2002, at the City of Baton Rouge, Parish of East Baton Rouge, State of Louisiana, the parties hereto having affixed their signatures, together with me, Notary, and the undersigned competent witnesses, after due reading of the whole.


WITNESSES:

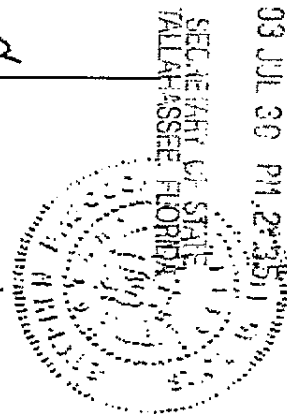
In accordance with Section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.



RENEE ROBINS




NOTARY PUBLIC,
STEPHEN BABCOCK



ACCEPTANCE OF REGISTERED AGENT

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 provided for in Chapter 608, F.S.

CT CORPORATION SYSTEM

By: 
Victor Alfano
Assistant Secretary