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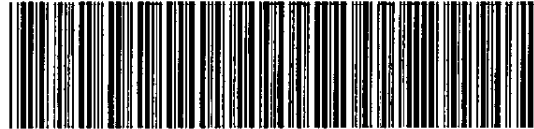
(Business Entity Name)

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J. BRYAN FEB 14 2005

205A-10270

TRANSMITTAL LETTER

TO: Registration Section
Division of Corporations
SUBJECT: **Juno Ventures LLC**

The enclosed Articles of Organization and fee(s) are submitted for filing.
Please return all correspondence concerning this matter to the following:

Koen Beckers
4810 Hickory Wood Drive
Naples, Florida 34119

For further information concerning this matter, please call:

Koen Beckers at 239-352-2310

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

STREET ADDRESS:

Registration Section
Division of Corporations
409 E. Gaines Street
Tallahassee, Florida 32314

850-245-6051

MAILING ADDRESS:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32399

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Limited Liability Company

Articles of Organization

We, the undersigned, who intend to form and create a Limited Liability Company, PURSUANT TO THE Statutes of the State of Florida, do hereby state and certify the following:

ARTICLE I:

1.1. The name of the Liability Company shall be Juno Ventures LLC.

ARTICLE II:

2.1. The principal place of business, mailing and street address of the Company is located at 4810 Hickory Wood Drive, Naples, Florida, 34119

ARTICLE III:

3.1 The registered office of the company is located at 4810 Hickory Wood Drive, City of Naples, State of Florida, 34119. Its registered agent is Koen Beckers for service of process. 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 608, F.S..

Registered Agent's Signature

KW Beckers

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ARTICLE IV:

4.1. The names and addresses of the Manager(s) of the Company are as follows:

MGR: Koen Beckers, 4810 Hickory Wood Drive, Naples, FL 34119

MGR: Rene Ferrer, Jr., 1440 Brickel Avenue, Apt. 704, Miami, Florida 33131

MGR: Rodrigo Rocha, 1129 Shady Rest Ln, Naples, FL 34103

MGR: Richard L. Smith 261 Silverbow Drive, Victor, Montana 59875-9630

MGR: Jerry Wackerhagen, 620 Brandon Court, Lexington, South Carolina 29072

ARTICLE V:

5.1. The purpose for which the company is formed is to engage in any lawful acts or activities for which limited liability companies may be formed under laws of the above named State.

5.2. The company shall have a duration of 30 years and it shall dissolve at the end of said time frame.

5.3. Indemnification.

- a. The company shall indemnify any person who is or was a party, who is threatened to be made a party, to any threatened, pending, or completed action, suitor proceeding, whether civil, criminal, administrative, or investigative, including all appeals, by reason of the fact that he or she is or was a member, managing member, or employee of the company, or is or was serving at the request of the company as a director, trustee, officer, or employee of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise, against any and all expenses (including reasonable attorney's fees) judgments, decrees, fines, penalties, and amounts paid in settlement, which were actually and reasonably incurred by him or her in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interests of the company, and with respect to any criminal action or proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or plea of nolo contendere, or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed

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to be in, or at least not opposed to, the best interest of the company.

- b. The foregoing indemnification shall not apply in the case of an action, suit, or proceeding instituted by one or more members of the company, if the claim, matter, or issue raised therein is determined by a court of competent jurisdiction to have resulted from the negligence or misconduct of the member(s) seeking indemnization; provided, however, that such indemnification shall nonetheless apply if, in view of all of the circumstances of the case, such court shall determine that such member(s) is/are fairly and reasonably entitled to indemnification, with respect to such expenses, judgments, decrees, fines, penalties, and amounts paid in settlement as determined by the court.
- c. Expenses of each person indemnified hereunder, incurred in defending against a civil, criminal, administrative, or investigative action, suit or proceeding (including all appeals), or threat thereof, may be paid by the company in advance of the final disposition of such action, suit, or proceeding, as authorized by a majority in interest of the members, upon receipt of an undertaking by such person to repay such amount unless it shall ultimately be determined that he or she is entitled to by indemnification by the corporation.

5.4. Composition of management. The management of the company will be vested in a board of managers, consisting of a number not more than 5, who are required to be members of the company, designated in accordance with the terms of the company operating agreement.

ARTICLE VI:

- 6.1. The amount of capital each Member has contributed or has agreed to contribute:

Member	Capital Contributed
Jerry Wackerhagen	\$0 (Substantial Services)
Rene Ferrer	\$0 (Substantial Services)
Richard Smith	\$0 (Substantial Services)
Rodrigo Rocha	Up to \$100,000
Koen Beckers	Up to \$100,000

6.2. The company shall have the right to add additional Members according to the terms of the Operating Agreement.

6.3. The Members may only discontinue business upon an event of dissolution only according to the terms of the Operating Agreement.

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6.4. The company shall be initially organized with at least two Members.

ARTICLE VII:

7.1. This Agreement shall be governed under the laws of the State of Florida. Any lawsuits arising among the members themselves as a result of this agreement or the business conducted under this agreement shall be filed in the State of Florida only, in either a Federal or a State Court.

REQUIRED SIGNATURE:

KW Beckers

Signature of a member or an authorized representative of a member.
(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.)

Koen Beckers

Typed or printed name of signee.

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