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CORPORATION SERVICE COMPANY

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ACCOUNT NO. : 072100000032

REFERENCE : 477745 134074A

AUTHORIZATION :

COST LIMIT : \$ 125

Patricia Pigott

ORDER DATE : July 12, 2005

ORDER TIME : 10:29 AM

ORDER NO. : 477745-005

CUSTOMER NO: 134074A

CUSTOMER: Carolyn M. Van Why
Saraga & Lipshy, P.a.

201 Northeast First Avenue

Delray Beach, FL 33444

DOMESTIC FILING

NAME: MODERN HERBAL (USA), LLC

EFFECTIVE DATE:

ARTICLES OF INCORPORATION
CERTIFICATE OF LIMITED PARTNERSHIP
XXX ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

CERTIFIED COPY
XXX PLAIN STAMPED COPY
CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Harry B. Davis - EXT. 2926

EXAMINER'S INITIALS: _____

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TALLAHASSEE, FLORIDA

**ARTICLES OF ORGANIZATION
OF
MODERN HERBAL (USA), LLC
LIMITED LIABILITY COMPANY**

The undersigned, being authorized to execute and file these Articles of Organization ("**Articles**"), hereby certifies that:

ARTICLE I - Name:

The name of the limited liability company is "MODERN HERBAL (USA), LLC" (the "**Company**").

ARTICLE II - Address:

The mailing address and street address of the principal office of the Company is:

203 N.E. First Avenue
Delray Beach, FL 33444

ARTICLE III - Duration:

The period of duration for the Company shall be Perpetual.

ARTICLE IV - Management:

The Company is to be managed by the members and the name and address of the managing member is ("**Member**") as follows:

Asgari H. Mowmita-Lipshy
796 Gloucester Street
Boca Raton, FL 33487

ARTICLE V - Admission of Additional Members:

The right, if given, of the members to admit additional members and the terms and conditions of the admissions shall be governed by the Operating Agreement of the Company.

ARTICLE VI - Members' Rights to Continue Business:

The right, if given, of the remaining members of the Company to continue the business on the death, retirement, resignation, expulsion, bankruptcy, or dissolution of Member or the occurrence of any other event which terminates the continued membership of a member in the Company shall be governed by the Operating Agreement adopted by the members.

ARTICLE VII - Limitation on Agency Authority of Members

Pursuant to Section 608.424 of the Act, no member of the Company shall be an agent of the Company solely by virtue of being a member, and no member shall have authority to incur debt or contractual liability on behalf of the Company solely by virtue of being a member.

ARTICLE VIII - Indemnification

The Company shall indemnify, and advance expenses to, to the fullest extent authorized or permitted by the Act, any person made, or threatened to be made, a party to any action, suit or proceeding by reason of the fact that he is or was a managing member of the Company or is or was serving at the request of the Company as a member, director or officer of another corporation or limited liability company. Unless otherwise expressly prohibited by the Act, and except as otherwise provided in the foregoing sentence, the members of the Company shall have the sole and exclusive discretion, on such terms and conditions as it shall determine, to indemnify, or advance expenses to, any person made, or threatened to be made, a party to any action, suit, or proceeding by reason of the fact that he is or was an employee or agent of the Company, or is or was serving at the request of the Company as an employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise. Except for any person who is or was a managing member of the Company, or any person who is or was serving at the request of the Company as a director or officer or member of another company, corporation, no employee or agent of the Company may apply for indemnification or advancement of expenses to any court of competent jurisdiction.

ARTICLE XIV - OPERATING AGREEMENT

Any and all Operating Agreements of the Company must be in writing and signed by all members.

IN WITNESS WHEREOF, I have signed these Articles of Organization and acknowledge them to be my act this 12 day of July 2005

By: 

Brian Louis Lipshy

Signature of a member or authorized representative of a member
(In accordance with section 608.408(3), Florida Statutes, the execution of this affidavit constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

