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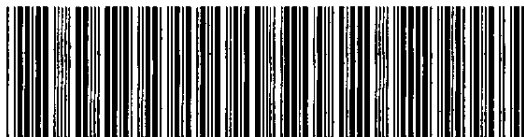
(Business Entity Name)

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SECRETARY OF STATE
DIVISION OF CORPORATION
08 MAR 17 PM 3:43

G. MCLEOD
MAR 19 2008
EXAMINER

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Hailee Equities, 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:

Kevin Sullivan

(Name of Person)

(Firm/Company)

2062 Southeast South Buttonwood Drive

(Address)

Port Saint Lucie, FL 34952

(City/State and Zip Code)

For further information concerning this matter, please call:

Kevin Sullivan at (954) 658-8327
(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

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

Street/Courier Address

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

ARTICLES OF ORGANIZATION
OF
HAILEE EQUITIES, LLC

The undersigned two or more persons hereby form a limited liability company under laws of the State of Florida and adopt and certify as the Articles of Organization of such limited liability company the following:

Article I. NAME

The name of the limited liability company is:

Hailee Equities, LLC

Article II. ADDRESS

The Company's street and mailing address is:

Hailee Equities, LLC
2062 Southeast South Buttonwood Drive
Port Saint Lucie, FL 34952

Article III. REGISTERED AGENT

The name and street address of the Company's registered agent is:

Kevin Sullivan
2062 Southeast South Buttonwood Drive
Port Saint Lucie, FL 34952

Article IV. DURATION

The period of its duration:

The duration of the Company shall be perpetual from the date of filing the articles of organization with the Secretary of State of Florida.

Article V. PURPOSE

The business purpose for which this limited liability company is organized includes, but is not limited to, the following:

The Company will act as a holding company for various business and investment ventures including but not limited to providing personal tanning products and services.

In addition, the Company shall have unlimited power to engage in and do any lawful act concerning any or all lawful businesses for which limited liability companies may be organized according to the laws of the State of Florida, excluding banking and insurance, including all powers and purposes now and hereafter permitted by law to a limited liability company.

Article VI. CAPITOL

The total amount of cash and a description and agreed value of property other than cash initially contributed to the Company is:

A minimum of 100.00 Hundred Dollars cash

The total additional contributions, if any, agreed to be made by all members and the times at which or events upon the happening of which they shall be made:

Additional equity contributions shall be made at such times and in such amounts as may be agreed by the Company and the members or as provided in the Operating Agreement of the Company.

Loans from members maybe made to and accepted by the Company and are authorized to be repaid on a preferential loan basis.

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Article VII. OWNERSHIP & TRANSFERABILITY OF MEMBERSHIP INTERESTS

The right, if given, of the members to admit additional members, and the terms and conditions of the admission:

Additional members may be submitted at such times and on such terms and conditions as all members may unanimously agree and as provided in the Operating Agreement of the Company.

Ownership interest may be transferred only upon the prior approval of all members. If the transfer is not approved by all the membership interests, the transferee shall have no right to become a member, to participate in the management of the Company, or to exercise any other rights or powers of a member. The transferee shall merely be entitled to receive the share of profits and other distributions and the allocation of income, gain, loss deduction, credit, or similar item to which the transferor was entitled, to the extent assigned.

Article VIII. TERMINATION

This business and association shall terminate and dissolve upon the death, retirement, resignation, expulsion, or bankruptcy of any member. The right of the remaining members of the limited liability company to continue the business on the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member or occurrence of any other event which terminated the continued membership of a member in the limited liability company is as permitted by statute and as follows:

The remaining members of the Company may continue the business upon the termination of membership of a member on the Company upon unanimous agreement and as provided in the Operating Agreement of the Company.

Article IX. MANAGEMENT.

The Company is to be managed by its members: Jessica Sullivan located at 2062 Southeast South Buttonwood Drive, Port Saint Lucie FL 34952.

The members of the Company are: (1) Kevin Sullivan as to a 50% ownership as a member being an individual and Jessica Sullivan as to a 50% ownership as a member being an individual with such capital accounts, management control, and percentage ownerships and rights to receive profits and losses as are set fourth in the Operating Agreement, Membership Certificates and such other written agreements between the members.

Article X. INDEMNIFICATION

Other provisions for the regulations of the internal affairs of the limited liability company are:

1. The Company shall indemnify any individual made a party to a proceeding because he is or was a manager, officer, organizer, employee or agent of the Company against liability incurred in the proceeding if:
 - a. He conducted himself in good faith;
 - b. He reasonably believed that his conduct was in or at least not opposed to the Company's best interest; and
 - c. In the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful.
2. Indemnification shall also be provided for an individual's conduct with respect to an employee benefit plan if the individual reasonably believed his conduct to be in the interest of the participants in and beneficiaries of such plan.
3. The Company shall pay for or reimburse the reasonable expenses incurred by a manager, officer, organizer, employee or agent of the Company who is a party to a proceeding in advance of final disposition of the proceeding if:
 - a. The individual furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described herein;
 - b. The individual furnishes the Company a written undertaking executed personally or on his behalf to repay the advance of it is ultimately determined that he did not meet the standard of conduct; and

- c. A determination is made that the facts then known to those making the determination would not preclude indemnification under the law.
- d. The undertaking required by this paragraph shall be an unlimited general obligation, but need not be secured and may be accepted without reference to financial ability to make repayment.
4. The indemnification and advance of expense authorized herein shall not be exclusive to any other rights to which any manager, officer, organizer, employee or agent may be entitled under any Operating Agreement, by-law, agreement, vote of members or disinterest managers or otherwise. The Articles of Organization shall not be interpreted to limit in any manner the indemnification or right to advancement for expenses of an individual who would otherwise be entitled thereto. These Articles of Organization shall be interpreted as mandating indemnification and advancement of expenses to the extent permitted by law.
5. In addition to the foregoing, the Company shall indemnify and save the organizers harmless for all acts taken by them as organizers of the Company, and shall pay all costs and expenses incurred by or imposed upon them as a result of the same, including compensation based upon the usual charges for expenditures required of them in pursuit of the defense against any liability arising on the account of acting as organizers or on account of enforcing the indemnification right hereunder, and the Company releases them from all liability for any such act as organizers not involving willful or grossly negligent misconduct.

Article XI. DISTRIBUTION OF PROFITS

Unless otherwise provided in the Company's Operating Agreement, there shall not be any distribution of profits unless each separate distribution is approved by the affirmative vote of members who own more than 50% of the voting interest in the Company. The voting members shall have complete discretion on when and if to approve any distribution of profits.

Article XII. COMPANY EXISTENCE

The Company's existence shall begin effective as of March 15, 2008.

Kevin Sullivan

Individual

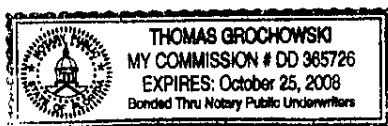
Jessica Sullivan

Individual

State of Florida

County of Palm Beach

On this 13th day of March, 2008 before me, the undersigned notary public, personally appeared Kevin Sullivan and Jessica Sullivan, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes there in contained.



Thomas Grochowski
Notary Public