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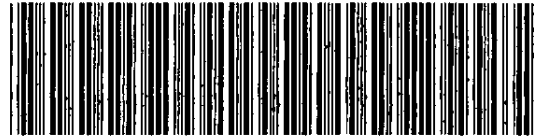
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TALLAHASSEE, FLORIDA

T. HAMPTON

JUN 30 2008

EXAMINER

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: WAINMAN HAWAII LLC

DOCUMENT NUMBER: L 08000043678

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

SHARON WAINMAN
(Name of Contact Person)

WAINMAN HAWAII LLC
(Firm/ Company)

709 SE 21st AVENUE
(Address)

CAPE CORAL, FL 33990
(City/ State and Zip Code)

For further information concerning this matter, please call:

SHARON WAINMAN at (239) 297-4434
(Name of Contact Person) (Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

☒ \$35 Filing Fee

☐ \$43.75 Filing Fee &
Certificate of Status

☐ \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed)

☐ \$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy
is enclosed)

Mailing Address

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

Street Address

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

**AMENDED AND RESTATED ARTICLES OF ORGANIZATION
OF WAINMAN HAWAII LLC**

The undersigned persons hereby form a limited liability company under the Florida Limited Liability Company Act and adopt and certify that the Articles of Organization of such limited liability company are the following:

1. NAME: The name of the limited liability company is Wainman Hawaii LLC.
2. DURATION: The duration of the company shall be twenty years from the date of filing of these Articles of Organization with the Division of Corporations of the State of Florida.
3. PURPOSE: The business purpose for which this limited liability company is to conduct any and all lawful business under which a limited liability company may be organized in the State of Florida, excluding banking and insurance. The Company shall have power to make and perform all contracts and to engage in all activities and transactions necessary or advisable to carry out the purposes of the Company, and all other powers available to it as a limited liability company under the laws of the State of Florida.

4. REGISTERED AGENT AND ADDRESS: The name and address of the Registered Agent for this limited liability company are:

- 4.1 Name: Ms. Sharon Wainman
- 4.2 Address: 709 SE 21st. Ave, Cape Coral, FL 33990.

I, Sharon Wainman, do hereby voluntarily accept and agree to serve as the Registered Agent for Wainman Hawaii LLC.

Sharon Wainman
Sharon Wainman, Registered Agent

5. MANAGING MEMBERS: The name and address of the initial managing member of this limited liability company is WAINMAN HAWAII - EUROPE SP.J, A Polish corporation.
6. Membership Interest. The Company shall be currently authorized to issue one thousand (1,000) units of LLC Interests. The Company's LLC Interests (the "Securities") have not been approved or disapproved by the Securities and Exchange Commission (the "SEC"), nor has the SEC passed upon the accuracy or adequacy of this document or the merits of such LLC interests. Accordingly, the Company's LLC interests may not be offered for sale or otherwise transferred unless offered and sold under the applicable provisions of the Securities Act governing exemption from registration. There is no public market for the LLC Interests of the Company and no such market is expected to develop as result of the Company's operations.

6.1 WAINMAN HAWAII - EUROPE SP.J. shall receive 750 units of LLC Interests

6.2 The remaining 250 LLC interests shall remain in the Company's Treasury for further capital needs.

7. CAPITAL CONTRIBUTION:

- 7.1 WAINMAN HAWAII - EUROPE SP.J. shall contribute a capital of seven thousand five hundred (\$7,500) U.S. dollars in exchange for seven hundred fifty (750) LLC Interests of the Company. Such contribution shall be received by the Company within ninety (90) days from the date of filing this document.
- 7.2 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.
- 7.3 Members shall have no obligation to make any additional Capital Contributions to the Company. However, the Members shall have the right to make the additional Capital Contributions to the Company.
8. PROFIT AND LOSS. All profits, income, gains, expenses, and losses will be allocated to the bank accounts of the Company.
9. OWNERSHIP: The right, if given, of the members to admit additional members, and the 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.
10. 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:
- 10.1 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.
11. MANAGEMENT: The Company is to be managed by its managing members and the proxy. The name and address of the registered proxy and manager for this limited liability company are:
- 11.1 Name: Sharon Wainman
11.2 Address: 709 SE 21st. Ave, Cape Coral, FL 33990.
12. INDEMNIFICATION: 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:
- 12.1 He/She conducted himself in good faith;
- 12.2 He/She reasonably believed that his conduct was in or at least not opposed to the Company's best interest; and
- 12.3 In the case of any criminal proceeding, he/she had no reasonable cause to believe his/her conduct was unlawful.
- 12.4 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.
- 12.5 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:
- 10.5.a. The individual furnishes the Company a written affirmation of his/her good faith belief that he has met the standard of conduct described herein;

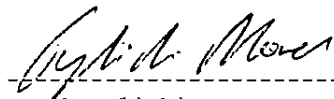
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10.5.b. The individual furnishes the Company a written undertaking executed personally or on his behalf to repay the advance of it is ultimately determined that he/she did not meet the standard of conduct; and

10.5.c. A determination is made that the facts then known to those making the determination would not preclude indemnification under the law.

- 12.6 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.
- 12.7 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.
- 12.8 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.

IN WITNESS WHEREOF, these Amended and Restated Articles of Organization are executed by all of the members of the Limited Liability Company effective as May 15, 2008.



Marek Tylicki, LLC Manager

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