

L11000144298

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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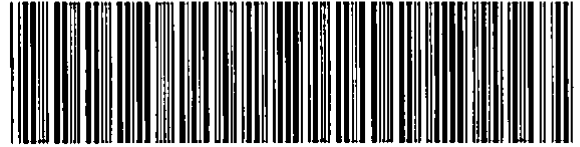
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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2020 APR -1 AM 7:08

CLERK OF SUPERIOR COURT
TALLAHASSEE, FLORIDA

APR 14 2020

S. YOUNG

COVER LETTER

TO: Registration Section
Division of Corporations
Fuller Street Salon LLC

SUBJECT: _____
Name of Limited Liability Company

The enclosed Articles of Amendment and fees(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Detlev Gessner

Name of Person

Fuller Street Salon LLC

Firm/Company

3065 Fuller Street

Address

Miami, FL 33133

City/State and Zip Code

dg@detlev.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Detlev Gessner

305

215-2285

at (_____) _____

Name of Person

Area Code

Daytime Telephone Number

Enclosed is a check for the following amount:

- | | | | |
|--|--|--|--|
| <input checked="" type="checkbox"/> \$25.00 Filing Fee | <input type="checkbox"/> \$30.00 Filing Fee &
Certificate of Status | <input type="checkbox"/> \$55.00 Filing Fee &
Certified Copy
(additional copy is enclosed) | <input type="checkbox"/> \$60.00 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 Address:

Registration Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF**

Fuller Street Salon LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on 12/27/2011 and assigned
Florida document number L11000144298

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

The new name must be distinguishable and contain the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

New Registered Office Address:

Enter Florida street address

_____, **Florida**
City Zip Code

New Registered Agent's Signature, if changing Registered Agent:

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 relative 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 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

If Changing Registered Agent, Signature of New Registered Agent

FILED
2020 APR 1 AM 11:08
CLERK OF DISTRICT COURT
TALLAHASSEE, FLORIDA

If amending Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

MGR = Manager

AMBR = Authorized Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
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			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change

D. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

[illegible]

E. Effective date, if other than the date of filing: _____ (optional)

(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of: (b) The 90th day after the record is filed.

Dated

3/10/2020

Signature of a member or authorized representative of a member

DETLEV GESSNER

Typed or printed name of signee

**WRITTEN CONSENT IN LIEU OF
MEETING OF THE SOLE MEMBER
OF
FULLER STREET SALON, LLC**

Pursuant to the provisions of the Florida Revised Limited Liability Company Act, Chapter 605 of Florida Statutes, as amended from time to time (the "Act"), the undersigned sole member (the "**Member**") of FULLER STREET SALON, LLC, a Florida limited liability company (the "**Company**"), hereby adopts the following resolutions by written consent, in lieu of holding a meeting:

ARTICLES OF ORGANIZATION

RESOLVED, that the Articles of Organization of the Company, as filed with the Secretary of State of the State of Florida on December 27, 2011, is hereby approved.

OPERATING AGREEMENT

WHEREAS, neither the Company nor Member originally adopted an operating agreement for the Company, and thus far the Company has been operated solely pursuant to the terms of the Act; and

WHEREAS, the Member has now agreed to formalize the terms of the governance and operating structure of the Company by the adoption, execution and delivery of an operating agreement.

RESOLVED, that the limited liability company operating agreement for the Company in the form reviewed by the Member and Manager, is hereby approved and adopted as the operating agreement of the Company (the "**Operating Agreement**").

ISSUANCE OF MEMBERSHIP OPERATING INTERESTS

RESOLVED, that the Company has received sufficient consideration from the Member listed below in exchange for issuance of membership interests and percentage interests of the Company.

<u>Name</u>	<u>Capital Contribution</u>	<u>Percentage Interest</u>
Detlev Group, LLC	\$100.00	100%

The membership interests shall not be certificated and shall be represented by the terms of the operating agreement. The membership interests are deemed validly issued, fully paid and non-assessable.

COMPANY MANAGEMENT

RESOLVED, that the following person is hereby appointed to the office indicated opposite his name below, to serve until his successor is elected and qualified, or until his earlier resignation, or removal by the Member, and such person will have such authority and be subject to the restrictions as contained in the Operating Agreement and such other authorities and restrictions as are determined by the Member:

Detlev Gessner

Manager

BANK ACCOUNTS

RESOLVED, that the Manager is hereby authorized, on behalf of, in the name of, and for the account of, the Company:

(a) To open, maintain, or discontinue accounts of the Company with any bank or trust company;

(b) To deposit or cause to be deposited in those banks or trust companies any of the funds of the Company;

(c) To issue checks and other instruments drawn on such accounts and to withdraw funds from such accounts and to designate or authorize other persons to draw on such accounts;

(d) To authorize banks and trust companies in which the Company maintains accounts to accept for deposit in those accounts checks and drafts made payable to the order of the Company; and

(e) To prescribe such rules and conditions pertaining to the accounts as he considers necessary or desirable to protect the interests of the Company.

FURTHER RESOLVED, that the Manager is authorized to certify any standard bank resolution necessary to effectuate the foregoing authorizations and open the Company's bank and investment accounts and to insert copies of those resolutions in the minute book of the Company as part of its permanent records.

FOREIGN QUALIFICATION

RESOLVED, that for the purpose of authorizing the Company to do business in any state, territory, or dependency of the United States or in any foreign country in which it is expedient for the Company to transact business, the Manager is hereby authorized and directed on behalf of the Company to appoint all necessary agents or attorneys for service of process and to substitute new agents or attorneys for such purpose; to designate the location of all necessary statutory offices and to change the location thereof; and to make, sign and file all necessary certificates, reports, powers of attorney and other instruments as may be required by the laws of such state, territory, dependency, province or country to authorize the Company to transact business therein, and withdraw therefrom; to revoke any appointment of agent or attorney for service of process; and to file such certificates, reports, revocation of appointment, or surrender

of authority as may be necessary to terminate the authority of the Company to do business in any such state, territory, dependency, province, or country.

AUTHORITY OF MANAGERS

FURTHER RESOLVED, that the Manager be and hereby is, authorized and empowered to execute and deliver on behalf of the Company any agreements, instruments, certificates or documents necessary to achieve its purposes and perform any obligations or responsibilities contemplated by the Operating Agreement or Staffing Agreement, in the name and on behalf of the Company with such changes therein and modifications thereto as the Manager may in its sole discretion deem necessary, appropriate or desirable.

FURTHER RESOLVED, that the Manager is hereby authorized, empowered and directed, in the name and on behalf of the Company, to make or cause to be made, and to execute and deliver, all such agreements, documents, instruments and certifications, and to do or cause to be done all such acts and things, and to take all such steps, as he may at any time or times deem necessary or desirable in order to carry out the intent and purposes of the foregoing resolutions.

FURTHER RESOLVED, that all acts and actions taken by the Member, Manager, is authorized representative prior to the date hereof are hereby approved and ratified.

FURTHER RESOLVED, that this Written Consent may be executed in counterparts and by facsimile and other electronic means including .pdf, each of which shall be deemed an original and an effective execution of this Written Consent, and all of which together shall constitute one Written Consent.

IN WITNESS WHEREOF, the undersigned sole Member has executed this Written Consent as of this 1st day of April 2015.

SOLE MEMBER:

DETLEV GROUP, LLC.

a Florida limited liability company

By: _____

Name: Detlev Gessner

Title: Manager

COMPANY:

FULLER STREET SALON, LLC, a Florida
limited liability company

By: _____

Detlev Gessner, Manager

**LIMITED LIABILITY COMPANY AGREEMENT
OF
FULLER STREET SALON, LLC**

This Limited Liability Company Agreement (together with the schedules attached hereto, this "Agreement") of Fuller Street Salon, LLC (the "Company"), is entered into by Detlev Group, LLC, a Florida limited liability company, as the sole member (the "Member") of the Company as of April 1st, 2015 (the "Effective Date"). Capitalized terms used and not otherwise defined herein have the meanings set forth on Schedule A hereto.

WHEREAS, the Member has formed the Company as a limited liability company pursuant to and in accordance with the Florida Revised Limited Liability Company Act, as amended from time to time (the "Act"); and

WHEREAS, the Member desires to set forth in writing certain terms with respect to the management and operation of the Company.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the Member hereby agrees as follows:

Section 1. Name. The name of the limited liability company formed hereby is Fuller Street Salon, LLC.

Section 2. Principal Business Office. The principal business office of the Company shall be located at 3065 Fuller Street, Coconut Grove, Florida 33133, or such other location as may hereafter be determined by the Manager.

Section 3. Registered Office. The address of the registered office of the Company in the State of Florida will be as set forth in the Articles of Organization, as the same may be changed by the Manager.

Section 4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Florida will be as set forth in the Articles of Organization, as the same may be changed by the Manager.

Section 5. Members. The mailing address of the Member is set forth on Schedule B attached hereto.

Section 6. Articles of Organization, Foreign Qualification. Steven Eisenberg was initially designated as an "authorized representative" within the meaning of the Act, and executed, delivered and filed the Articles of Organization of the Company with the Secretary of State of the State of Florida. Upon the filing of the Articles of Organization with the Secretary of State of the State of Florida, his powers as an "authorized representative" ceased, and the Member thereupon became the designated "authorized representative" within the meaning of the Act. The Manager or Member shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in each state and jurisdiction in which the Company may wish to conduct business. The existence of the

Company as a separate legal entity shall continue until cancellation of the Articles of Organization as provided in the Act.

Section 7. Purposes.

(a) Notwithstanding anything to the contrary in this Agreement or in any other document governing the formation, management or operation of the Company, the sole purpose to be conducted or promoted by the Company is (i) to operate and manage a full service salon and day spa (the "Salon"); and (ii) to engage in any lawful act or activity and to exercise any powers permitted to limited liability companies organized under the laws of the State of Florida that are related or incidental to or necessary, convenient or advisable for the accomplishment of the Company's purposes.

(b) The Company, and the Manager on behalf of the Company, may enter into and perform the Company's obligations under any and all documents, agreements, certificates, or statements related to the Company's purpose or incidental thereto, all without any further act, vote or approval of the Member or any other Person, notwithstanding any other provision of this Agreement, the Act or Applicable Law, rule or regulation. The foregoing authorization shall not be deemed a restriction on the powers of the Member or Manager to enter into other agreements on behalf of the Company.

Section 8. Powers. The Manager on behalf of the Company, (i) shall have and exercise all powers necessary, convenient or incidental to accomplish the Company's purposes and (ii) shall have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act.

Section 9. Management.

(a) Managers. The business and affairs of the Company shall be managed by or under the direction of one or more Managers designated by the Member. The Member may determine the number of Managers that will act for or on behalf of the Company. The authorized number of Managers may be increased or decreased by the Member at any time. The initial number of Managers shall be one (1) Person. Each Manager elected, designated or appointed by the Member shall hold office until a successor is elected and qualified or until such Manager's earlier death, resignation or removal. The Manager need not be a Member.

(b) Powers. The Manager shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise. The Manager has the authority to bind the Company.

(c) Meeting of the Managers. The Manager may hold meetings, both regular and special, within or outside the State of Florida. Meetings may be called by the Manager on less than one (1) day's notice by telephone, facsimile, mail, telegram or any other means of communication.

(d) Quorum: Acts of the Manager. A majority of the Managers shall constitute a quorum for the transaction of business and, except as otherwise provided in any other provision of this Agreement, the act of a majority of the Managers present at any meeting at which there is

a quorum shall be the act of the Managers. Any action required or permitted to be taken at any meeting of the Manager may be taken without a meeting if all of the Managers consent thereto in writing, and the writing or writings are filed with the minutes of the Company. In the event there is only one (1) Manager, then such Manager may take any and all actions authorized by this Agreement without further consent.

(e) Electronic Communications. The Managers may participate in meetings by means of telephone conference or similar communications equipment that allows all Persons participating in the meeting to hear each other, and such participation in a meeting shall constitute presence in Person at the meeting.

(f) Compensation of Managers; Expenses. The Member shall have the authority to fix the compensation of Managers. The Managers may be paid their expenses, if any, of attendance at meetings of the Managers. No such payment shall preclude any Manager from serving the Company in any other capacity and receiving compensation therefor.

(g) Removal of Managers. Any Manager may be removed or expelled, with or without cause, at any time by the Member, and any vacancy caused by any such removal or expulsion may be filled by action of the Member.

(h) Managers as Agents. The Managers are agents of the Company for the purpose of the Company's business, and the actions of the Managers taken in accordance with such powers set forth in this Agreement shall bind the Company.

(i) Limitations on the Company's Activities.

(i) This Section 9(i) is being adopted to comply with certain provisions necessary to qualify the Company as a "special purpose" entity.

(ii) The Manager and the Member shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises.

(iii) Notwithstanding anything to the contrary in this Agreement or in any other document governing the formation, management or operation of the Company, the Member and Manager shall cause the Company to, and the Company shall, at all times comply with the following:

(A) The Company will not own any asset or property other than (i) the Salon and (ii) incidental personal property necessary for the ownership, management or operation of the Salon.

(B) The Company will not engage in any business other than the ownership, management and operation of the Salon and will conduct and operate its business as presently conducted and operated.

- (C) The Company will not enter into or be a party to any contract or agreement with any Affiliate of the Company, except in the ordinary course of business and on terms and conditions that are intrinsically fair, commercially reasonable and substantially similar to those that would be available on an arms-length basis with un-Affiliated third parties.
- (D) The Company will not make any loans or advances to any Person (including any Affiliate), and shall not acquire obligations or securities of its Affiliates.
- (E) The Company will remain solvent and will pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due: provided, however, that this provision shall not be deemed to require any direct or indirect owner of the Company to make any loans or capital contributions to the Company.
- (F) The Company will do all things necessary to observe organizational formalities.
- (G) The Company will maintain all of its accounts, books, records, financial statements and bank accounts separate from those of its Affiliates and any other Person. The Company's assets have not been and will not be listed as assets on the financial statement of any other Person: provided, however, that the Company's assets may be included in a consolidated financial statement of its Affiliates if (i) appropriate notation shall be made on such consolidated financial statements to indicate the separateness of the Company and such Affiliates and to indicate that the Company's assets and credit are not available to satisfy the debts and other obligations of such Affiliates or any other Person, and (ii) such assets shall be listed on the Company's own separate balance sheet. The Company will file its own tax returns (to the extent the Company is required to file any such tax returns) and will not file a consolidated federal income tax return with any other Person. The Company has and shall maintain its books, records, resolutions and agreements as official records.
- (H) The Company will be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any Affiliate of the Company), and shall correct any known misunderstanding regarding its status as a separate entity, and shall conduct business in its own name, shall not identify itself or any of its Affiliates as a division or part of the other, and shall maintain and utilize separate stationery, invoices and checks bearing its own name.

- (I) The Company will maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations: provided, that, this provision shall not be deemed to require any direct or indirect equity owner of the Company to make any loans or capital contributions to the Company.
- (J) The Company will not seek or effect the liquidation, dissolution, winding up, consolidation or merger, in whole or in part, of the Company.
- (K) The Company will not commingle the funds and other assets of the Company with those of any Affiliate or any other Person, and will hold all of its assets in its own name.
- (L) The Company will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any Affiliate or any other Person.
- (M) The Company will not assume or guarantee or become obligated for the debts of any other Person and will not hold itself out to be responsible for or have its credit available to satisfy the debts or obligations of any other Person.
- (N) The Company will comply with or cause the compliance with all the Special Purpose Provisions.
- (O) The Company will not permit any Affiliate independent access to its bank accounts, except pursuant to the terms of a management services agreement with an affiliate that provides human resources management and staffing services pursuant to a written agreement containing terms consistent with the terms provided in an arm's length arrangement with a non-Affiliated Person.
- (P) The Company shall pay the salaries of its own employees (if any) from its own funds and shall maintain a sufficient number of employees (if any) in light of its contemplated business operations: provided, that, it may engage a staffing company to provide the personnel necessary to operate and/or manage the Salon and provide services and perform its obligations in connection with the operation thereof: provided, further, nothing contained herein shall require any direct or indirect equity owner of the Company to make any loan or capital contributions to the Company to satisfy such payment obligations.
- (Q) The Company shall compensate each of its consultants and agents from its funds for services provided to it and pay from its own assets all obligations of any kind incurred: provided, that, nothing

contained herein shall require any direct or indirect equity owner of the Company to make any loan or capital contributions to the Company to satisfy such payment obligations.

- (R) Without the unanimous consent of all of its members, partners, directors or managers, the Company will not take any action that might reasonably be expected to cause the Company to become insolvent.
- (S) The Company will allocate fairly and reasonably any shared expenses, including shared office space.
- (T) Except in connection with a loan to the Company, the Company will not pledge its assets for the benefit of any other Person.
- (U) The Company will consider the interests of its creditors in connection with all limited liability company actions.
- (V) Except as provided or not prohibited by any third party loan agreement, the Company will not have any of its obligations guaranteed by any Affiliate.

Failure of the Company, or the Member or Manager on behalf of the Company, to comply with any of the foregoing covenants or any other covenants contained in this Agreement shall not affect the status of the Company as a separate legal entity or the limited liability of the Member or the Manager.

Section 10. Officers. Officers of the Company may be designated by the Member or Manager, and may consist of a President, a Secretary and a Treasurer ("Officers"). The Member or Manager may also choose one or more Vice Presidents, Assistant Secretaries and Assistant Treasurers. Any number of offices may be held by the same person. Nothing contained herein shall require the Company to have Officers. The Officers of the Company shall hold office until their successors are chosen and qualified. Any Officer may be removed at any time, with or without cause, by the Manager or Member. The Officers, to the extent of their powers set forth in this Agreement or otherwise vested in them by action of the Member or Manager, are agents of the Company for the purpose of the Company's business and the actions of the Officers taken in accordance with such powers shall bind the Company. Except to the extent otherwise provided herein, each Manager and Officer shall have a fiduciary duty of loyalty and care similar to that of directors and officers of business corporations organized under the Florida Business Corporation Act.

Section 11. Limited Liability. Except as otherwise expressly provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be the debts, obligations and liabilities solely of the Company, and neither the Member nor any Manager or Officer shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member, Manager or Officer of the Company.

Section 12. Capital Contributions. The Member has contributed to the Company the assets and property set forth in the books and records of the Company.

Section 13. Additional Contributions. The Member is not required to make any additional capital contribution to the Company. The Member shall not have any duty or obligation to any creditor of the Company to make any contribution to the Company or to issue any call for capital pursuant to this Agreement. The provisions of this Agreement are intended solely to benefit the Member and, to the fullest extent permitted by law, shall not be construed as conferring any benefit upon any creditor of the Company (and no such creditor of the Company shall be a third-party beneficiary of this Agreement) and the Member shall not have any duty or obligation to any creditor of the Company to make any capital contribution to the Company or to issue any call for capital pursuant to this Agreement.

Section 14. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

Section 15. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Manager. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to the Member on account of its interest in the Company if such distribution would violate the Act or any other Applicable Law.

Section 16. Books and Records. The Manager shall keep or cause to be kept complete and accurate books of account and records with respect to the Company's business and those books and records required to be kept pursuant to the Act. The Member and its duly authorized representatives shall have the right to examine the Company books, records and documents at any reasonable time. The Company's books of account shall be kept using the method of accounting determined by the Member. The Company's independent auditor, if any, shall be an independent public accounting firm selected by the Member.

Section 17. Reports.

(a) The Manager shall cause to be prepared an unaudited report setting forth as of the end of such fiscal quarter: (i) a balance sheet of the Company; and (ii) an income statement of the Company for such fiscal quarter.

(b) The Manager shall use diligent efforts to cause to be prepared and mailed to the Member, an audited or unaudited report setting forth as of the end of such fiscal year: (i) a balance sheet of the Company; (ii) an income statement of the Company for such fiscal year; and (iii) a statement of the Member's capital account.

(c) The Manager shall, after the end of each fiscal year, use reasonable efforts to cause the Company's independent accountants, if any, to prepare and transmit to the Member as promptly as possible any tax information as may be reasonably necessary to enable the Member to prepare its federal, state and local income tax returns relating to such fiscal year.

Section 18. Other Business. The Member, and any Affiliate of the Member may engage in or possess an interest in other business ventures of every kind and description, independently or

with others notwithstanding any provision to the contrary contained in this Agreement or provided by Applicable Law. The Company shall not have any rights in or to such independent ventures or the income or profits therefrom.

Section 19. Exculpation and Indemnification.

(a) Neither the Member nor any Officer, Manager, employee or agent of the Company nor any employee, representative, agent or Affiliate of the Member (collectively, the "Covered Persons") shall, to the fullest extent permitted by Applicable Law, be liable to the Company or any other Person that is a party to or is otherwise bound by this Agreement, for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement.

(b) To the fullest extent permitted by Applicable Law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement: provided, however, that any indemnity under this Section by the Company shall be provided out of and to the extent of Company assets only, and the Member shall not have personal liability on account thereof.

(c) To the fullest extent permitted by Applicable Law, expenses (including legal fees) incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified.

(d) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(e) A Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement or any approval or authorization granted by the Company or any other Covered Person.

(f) The provisions of this Section shall survive any termination of this Agreement.

Section 20. Transfers. The Member may assign its limited liability company interest in the Company. If the Member transfers all of its limited liability company interest in the Company, the transferee shall be admitted to the Company as a member of the Company upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement, which instrument may be a counterpart signature page to this Agreement. Such

admission shall be deemed effective immediately prior to the transfer and, immediately following such admission, the transferor Member shall cease to be a member of the Company.

Section 21. Admission of Additional Members and Transfers of Indirect Interests. One or more additional members of the Company may be admitted to the Company with the written consent of the Member.

Section 22. Dissolution.

(a) The Company shall be dissolved, and its affairs shall be wound up upon the first to occur of the following: (i) the termination of the legal existence of the last remaining member of the Company or the occurrence of any other event which terminates the continued membership of the last remaining member of the Company unless the Company is continued without dissolution in a manner required or permitted by this Agreement or the Act or (ii) the entry of a decree of judicial dissolution of the Company.

(b) Notwithstanding any other provision of this Agreement, any action initiated by or brought against the Member or any additional member under any Creditors Rights Laws shall not cause the Member or additional member, respectively, to cease to be a member of the Company and upon the occurrence of such an event, the Company shall continue without dissolution.

(c) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in the Act.

(d) The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company shall have been distributed to the Member in the manner provided for in this Agreement and (ii) the Articles of Organization shall have been canceled in the manner required by the Act.

Section 23. Waiver of Partition; Nature of Interest. To the fullest extent permitted by law, each of the Member, and any additional member admitted to the Company hereby irrevocably waives any right or power that such Person might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any Applicable Law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. The Member shall not have any interest in any specific assets of the Company. The interest of the Member in the Company is personal property.

Section 24. Tax Status. It is intended that the Company shall be a disregarded entity for federal, state, and local income tax purposes.

Section 25. Benefits of Agreement; No Third-Party Rights. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company or by any creditor of the Member, and nothing in this Agreement shall be deemed to create any right in any

Person (other than Covered Persons) not a party hereto, and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of any third Person.

Section 26. Severability of Provisions. Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

Section 27. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

Section 28. Binding Agreement. The Member agrees that this Agreement, including, without limitation, the Special Purpose Provisions, constitutes a legal, valid and binding agreement of the Member, and is enforceable against the Member, in accordance with its terms.

Section 29. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida (without regard to conflict of laws principles).

Section 30. Amendments. This Agreement may be modified, altered, supplemented or amended pursuant to a written agreement executed and delivered by the Member.

Section 31. Counterparts. This Agreement may be executed in any number of counterparts and by facsimile and other electronic means including .pdf, each of which shall be deemed an original of this Agreement and all of which together shall constitute one and the same instrument.

Section 32. Notices. Any notices required to be delivered hereunder shall be in writing and personally delivered, mailed or sent by telecopy, electronic mail or other similar form of rapid transmission, and shall be deemed to have been duly given upon receipt (a) in the case of the Company, to the Company at its address in Section 2, (b) in the case of the Member, to the Member at its address as listed on Schedule B attached hereto and (c) in the case of either of the foregoing, at such other address as may be designated by written notice to the other party.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Limited Liability Company Agreement as of the 1st day of April 2015.

MEMBER:

DETLEV GROUP, LLC, a Florida limited liability company

By: 

Name: Detlev Gessner, Manager

COMPANY:

FULLER STREET SALON, LLC, a Florida
limited liability company

By: 

Delev Gessner, Manager

SCHEDULE A

Definitions

A. **Definitions.** When used in this Agreement, the following terms not otherwise defined herein have the following meanings:

"**Affiliate**" means, with respect to any Person, any other Person directly or indirectly Controlling or Controlled by or under direct or indirect common Control with such Person or any Person who has a direct familial relationship, by blood, marriage or otherwise with the Company or any Affiliate of the Company.

"**Applicable Law**" shall mean all applicable federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of Governmental Authorities affecting the Company.

"**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities or general partnership or managing member interests, by contract or otherwise. "Controlling" and "Controlled" shall have correlative meanings. Without limiting the generality of the foregoing, a Person shall be deemed to Control any other Person in which it owns, directly or indirectly, 49% or more of the ownership interests.

"**Creditors' Rights Laws**" shall mean any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, conservatorship, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to a Person's debts or debtors.

"**Governmental Authority**" shall mean any court, board, agency, commission, office or other authority of any nature whatsoever for any governmental unit (foreign, federal, state, county, district, municipal, city or otherwise) whether now or hereafter in existence.

"**Person**" shall mean any individual, corporation, partnership, joint venture, limited liability company, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

B. **Rules of Construction.**

Definitions in this Agreement apply equally to both the singular and plural forms of the defined terms. The words "include" and "including" shall be deemed to be followed by the phrase "without limitation." The terms "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section, paragraph or subdivision. The Section titles appear as a matter of convenience only and shall not affect the interpretation of this Agreement. All Section, paragraph, clause, Exhibit or Schedule references not attributed to a particular document shall be references to such parts of this Agreement.

SCHEDULE B

Member

<u>Name</u>	<u>Mailing Address</u>	<u>Capital Contribution</u>	<u>Membership Interest</u>
Detlev Group, LLC		<hr/> <hr/>	100%