

L16000111600

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

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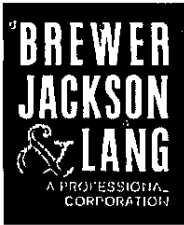


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FILED
16 JUN -3 PM 12:56
SECRETARY OF STATE
TALLAHASSEE FLORIDA

N. Culligan JUN - 9 2016



Laura Smith Lang
Attorney and Counselor at Law
5201 N. O'Connor Boulevard, 5th Floor, Irving, Texas 75039
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llang@brewerjackson.com
www.brewerjackson.com

June 2, 2016

New Filing Section
Division of Corporation
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301
Via FedEx 7764 2612 5067

RE: *GlenAir Charter Services, LLC*

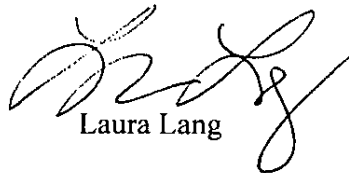
Dear Sir or Madam:

Please find enclosed the Limited Liability Company Application for *GlenAir Charter Services, LLC* for filing. Also, please find enclosed Check No. 6297 in the amount of \$130.00 to be applied to the filing fee and Certificate of Status.

Once filed, please mail back the filed documents in the enclosed posted envelope. Should you have any questions, please do not hesitate to contact this office.

Thank you.

Sincerely,



Laura Lang

LSL/lea
Enclosures as stated.
CC: Client

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: GlenAir Charter Services, 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:

Laura Lang

Name of Person

Brewer Jackson & Lang, P.C.

Firm/Company

5201 N. O'Connor Blvd., Suite 500

Address

Irving, Texas 75039

City/State and Zip Code

llang@brewerjackson.com

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

For further information concerning this matter, please call:

Laura Lang	972	870-9898 x 104
at ()		
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)
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Mailing Address

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

Street Address

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

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

GlenAir Charter Services, LLC

(Must end with the words "Limited Liability Company, "L.L.C.," or "LLC.")

ARTICLE II - Address:

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

Principal Office Address:

Mailing Address:

1905 NW 51st Street

Hangar 43A

Fort Lauderdale, Florida 33309

15761 S.W. 104 Avenue

Miami, Florida 33157

ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:

(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

The name and the Florida street address of the registered agent are:

Glenroy Pratt

Name

1905 NW 51st Street, Hangar 43A

Florida street address (P.O. Box **NOT** acceptable)

Fort Lauderdale

Florida

33309

City

State

Zip

SECRETARY OF STATE
TALLAHASSEE FLORIDA

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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 605, F.S.



Registered Agent's Signature (REQUIRED)

(CONTINUED)

ARTICLE IV-

The name and address of each person authorized to manage and control the Limited Liability Company:

Title:

"AMBR" = Authorized Member

"MGR" = Manager

MGR

Name and Address:

Glenroy Pratt

1905 NW 51st Street, Hangar 43A

Fort Lauderdale, Florida 33309

(Use attachment if necessary)

ARTICLE V: Effective date, if other than the date of filing: _____ (OPTIONAL)

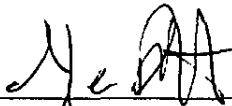
(If an effective date is listed, the date must be specific and cannot be more than five business days prior to or 90 days after the date of filing.)

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.

ARTICLE VI: Other provisions, if any.

See Attachment "A."

REQUIRED SIGNATURE:



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

This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

Laura Lang

Typed or printed name of signee

Filing Fees:

\$125.00 Filing Fee for Articles of Organization and Designation of Registered Agent

\$ 30.00 Certified Copy (Optional)

\$ 5.00 Certificate of Status (Optional)

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DEPARTMENT OF STATE
TALLAHASSEE FLORIDA

ATTACHMENT A

ARTICLE VI: Other provisions, if any

Management of the Company

The Company will be manager-managed as authorized by s. 605.0407, Florida Statutes.

Purpose of the Company

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Florida Revised Limited Liability Company Act, including charter air services.

Limitation of Liability

No person who is serving or who has served as a manager of the Company shall be personally liable to the limited liability company or any of its members for monetary damages for breach of duty as a manager, except for liability with respect to (i) acts or omissions that the manager at the time of such breach knew were clearly in conflict with the best interests of the Company, (ii) any transaction from which the manager derived an improper personal benefit, or (iii) acts or omissions with respect to which the Florida Revised Limited Liability Company Act does not permit the limitation of liability. As used herein the term "improper personal benefit" does not include a manager's reasonable compensation or other reasonable incidental benefit for or on account of his service as a manager, employee, independent contractor, attorney or consultant of Company. No amendment or repeal of this article nor the adoption of any provision contrary to this Articles of Organization shall eliminate or reduce the protection granted herein with respect to any matter that occurred prior to such amendment, repeal or adoption.

Indemnification

If the Manager or any employee, officer, agent or authorized representative of the Company is made or threatened to be made a party to any action or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that it, he or she is or was (i) a Member (including the Manager) or (ii) an employee, officer, director, shareholder or partner of the Company, or the Manager (collectively the "Indemnified Persons"), such party shall be indemnified by the Company for any damages sustained with respect to such action or proceeding, and the Company shall advance such Indemnified Person's reasonably related expenses to the fullest extent permitted by law. The Company shall have the power to purchase and maintain insurance on behalf of the Indemnified Persons against any liability asserted against or incurred by them. No Indemnified Person shall be liable to the Company or any other Member for actions taken in good faith. The duty of the company to indemnify the Indemnified Persons under this Section shall be limited to the assets of the Company, and except as otherwise provided for in this Articles of Organization or the Operating Agreement of the Company, no recourse shall be available against any Member for satisfaction of such indemnification obligations of the Company.