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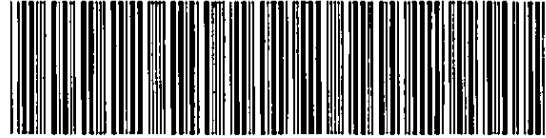
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COVER LETTER

TO: New Filing Section
Division of Corporations

SUBJECT: Hemp Spirits 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:

Garett W. Hagan

Name of Person

Hemp Spirits LLC

Firm/Company

12075 181st Ct. N

Address

Jupiter/ Florida 33478

City/State and Zip Code

DS@Thirdeyemountain.com

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

For further information concerning this matter, please call:

Garett W. Hagan

561

628-9230

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)

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 HEMP SPIRITS LLC

(Formed pursuant to Florida Revised Limited Liability Company Act)

The undersigned, acting as the organizers of a limited liability company under the Florida Revised Limited Liability Company Act, do hereby adopt the following Articles of Organization for Hemp Spirits LLC:

FIRST: The name of the limited liability company is:
Hemp Spirits LLC

SECOND: The limited liability company hereby designates, as its Resident Agent, to accept service of process within the State:

Garett W. Hagan
12075 181st Court North
Jupiter, FL 33478

THIRD: The period of duration of the Company is until the close of business on December 31, 2099, or until the earlier dissolution of the Company in accordance with the provisions of its operating agreement.

FOURTH: The purpose for which the Company is formed is to do or engage in any or all lawful business for which limited liability companies may be organized under the Florida Revised Limited Liability Company Act..

FIFTH: The Company is to be managed by Managers.

SIXTH: The names and addresses of the initial two Managers are:

Garett W. Hagan
12075 181st Court North
Jupiter, FL 33478

Andrew Shprintz
8486 Nashua Drive
Palm Beach Gardens, FL 33418

SEVENTH: Member interests shall be divided into, and represented by, membership units ("Units") which need not have the identical rights, powers, limitations, and/or liabilities but may be divided into any number of separate series ("Series") as may be provided in the Operating Agreement. The Managers may, from time to time, prior to the issuance of Units, designate a Series and establish the rights, powers, limitations and/or liabilities of such Series. A Series may have such voting rights, if any, as the Managers shall designate for such Series.

EIGHTH: Any action required by the Florida Revised Limited Liability Company Act to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of members, may be taken without a

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meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holder or holders of membership interests having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all membership interests entitled to vote on the action were present and voted. Prompt notice of the taking of any action by the members without a meeting by less than unanimous written consent shall be given to those members who did not consent in writing to the action.

NINTH: No member shall have a preemptive right to acquire any membership interests or Units of any Series that may at any time be issued sold or offered for sale by the Company.

TENTH: The right of members to cumulative voting in the election of managers is expressly prohibited.

ELEVENTH: A Manager of the Company shall not be liable to the Company or its members for monetary damages for an act or omission in the member's capacity as a manager, except that this Article Eleventh does not eliminate or limit the liability of a Manager to the extent the Manager is found liable for (i) a breach of the manager's duty of loyalty to the Company or its members; (ii) an act or omission not in good faith that constitutes a breach of duty of the Manager to the Company or an act or omission that involves intentional misconduct or a knowing violation of the law; (iii) a transaction from which the Manager received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the Manager's office; or (iv) an act or omission for which the liability of a Manager is expressly provided by an applicable statute. Any repeal or amendment of this Article Eleventh by the members of the Company shall be prospective only and shall not adversely affect any limitation on the liability of a Manager of the Company existing at the time of such repeal or amendment. In addition to the circumstances in which the Manager of the Company is not liable as set forth in the preceding sentences, the liability of a Manager should be limited to the fullest extent permitted by any provision of the statutes of Florida hereafter enacted that further limit the liability of a Manager of a limited liability company.

TWELFTH: The following indemnification provisions are in addition to the indemnification provisions set forth in the Florida Revised Limited Liability Company Act, and shall be deemed to be contractual in nature and not subject to retroactive removal or reduction by amendment.

(a) This Company shall indemnify any Manager who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil or criminal, judicial, administrative or investigative, by reason of the fact that he/she is or was serving at the request of this Company

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as a manager, or as an officer or director of a corporation, or in a partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement, actually and reasonably incurred by him/her in connection with such action, suit or proceeding, including any appeal thereof, if he/she acted in good faith or in a manner he/she reasonably believed to be in, or not opposed to, the best interests of this Company, and with respect to any criminal action or proceeding, if he/she had no reasonable cause to believe his/her conduct was unlawful. However, with respect to any action by or in the right of this Company to procure a judgment in its favor, no indemnification shall be made in respect of any claim, issue, or matter as to which such person is adjudged liable for negligence or misconduct in the performance of his/her duty to the Company unless, and only to the extent that, the court in which such action or suit was brought determines, on application, that despite the adjudication of liability, such person is fairly and reasonably entitled to indemnity in view of all the circumstances of the case. Termination of any action, suit or proceeding by judgment, order, settlement, conviction, or in a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the party did not meet the applicable standard of conduct. Indemnification hereunder may be paid by the Company in advance of the final disposition of any action, suit or proceeding, on a preliminary determination that the manager, employee or agent met the applicable standard of conduct.

(b) The Company shall also indemnify any Manager who has been successful on the merits or otherwise, in defense of any action, suit, or proceeding, or in defense of any claim, issue, or matter therein, against all expenses, including attorneys' fees, actually and reasonably incurred by him/her in connection therewith, without the necessity of an independent determination that such manager met any appropriate standard of conduct.

(c) The indemnification provided for herein shall continue as to any person who has ceased to be a Manager, and shall inure to the benefit of the heirs, executors, and administrators of such persons.

(d) In addition to the indemnification provided for herein, the Company shall have power to make any other or further indemnification, except an indemnification against gross negligence or willful misconduct, under any resolution or agreement duly adopted by the Managers, or duly authorized by a majority in interest of the members.

IN WITNESS WHEREOF, these Articles of Organization have been executed
November 15, 2017, by the undersigned, the organizers:



Garett W. Hagan
12075 181st Court North
Jupiter, FL 33478



Andrew Shprintz
8486 Nashua Drive
Palm Beach Gardens, FL 33418

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ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

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..



Garrett W. Hagan

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