

L18000220611

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

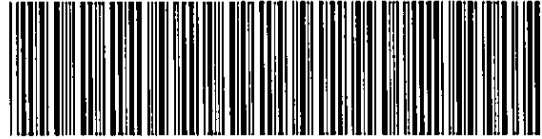
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



500318401485

09/18/18--01008--008 **130.00

FILED
2018 SEP 18 AM 9:44
SECRETARY OF STATE
TALLAHASSEE, FL 32310

SEP 19 2018

COVER LETTER

TO: New Filing Section
Division of Corporations

SUBJECT: Aileron Wealth Management II, LLC
Name of Limited Liability Company

The enclosed Articles of Organization and fee(s) are submitted for filing.

*Also enclosed is a Consent
to use Similar Name.*

Please return all correspondence concerning this matter to the following:

Stephen C.L. Chong

Name of Person

Mateer & Harbert, PA

Firm/Company

P.O. Box 2854

Address

Orlando, FL 32802

City/State and Zip Code

schong@mateerharbert.com

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

For further information concerning this matter, please call:

Stephen C.L. Chong

407

425-9044

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

FILED

2018 SEP 18 AM 9:44

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF ORGANIZATION
OF
AILERON WEALTH MANAGEMENT II, LLC**

The undersigned certifies that I desire to create the Articles of Organization of a limited liability company under the laws of the State of Florida, and provide for the formation, rights, privileges, and immunities of a for profit limited liability company. I further declare that the following Articles shall serve as the Charter and authority for the conduct of the business of the limited liability company.

ARTICLE I

NAME AND PRINCIPAL PLACE OF BUSINESS

The name of the limited liability company shall be AILERON WEALTH MANAGEMENT II, LLC, and its principal address and mailing address shall be 407 Wekiva Springs Road, Suite 215, Longwood, FL 32779, but it shall have the power and authority to establish branch offices at any other place or places as the member may designate.

ARTICLE II

PURPOSES AND POWERS

In addition to the powers authorized by the laws of the State of Florida for limited liability companies, the general nature of the business or businesses to be transacted, and which the limited liability company is authorized to transact, shall be as follows:

1. To engage in any activity or business authorized under the Florida Statutes.
2. In general, to carry on any and all incidental business; to have and exercise all the powers conferred by the laws of the State of Florida, and to do any and all things set forth in these Articles to the same extent as a natural person might or could do.
3. To purchase or otherwise acquire, undertake, carry on, improve, or develop, all or any of the business, good will, rights, assets, and liabilities or any person, firm, association, or corporation carrying on any kind of business of a similar nature to that which this limited liability company is authorized to carry on, pursuant to the provisions of these Articles; and to hold, utilize, and in any manner dispose of the rights and property so acquired.
4. To enter into and make all necessary contracts for its business with any person, entity, partnership, association, corporation, domestic or foreign, or of any domestic or foreign state, government, or governmental authority, or of any political or administrative subdivision, or department, and to perform and carry out, assign, cancel, or rescind any of such contracts.

5. To exercise all or any of the limited liability company powers, and to carry out all or any of the purposes, enumerated in these Articles and otherwise granted or permitted by law, while acting as agent, nominee, or attorney-in-fact for any persons or corporations, and perform any service under contract or otherwise for any corporation, joint stock company, association, partnership, firm, syndicate, individual, or other entity, and in this capacity or under this arrangement develop, improve, stabilize, strengthen, or extend the property and commercial interest of the property and to aid, assist, or participate in any lawful enterprise in connection with or incidental to the agency, representation, or service, and to render any other service or assistance it may lawfully do under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit.

6. To do everything necessary, proper, advisable, or convenient for the accomplishment of any of the purposes, or the attainment of any of the objects, or the furtherance of any of the powers set forth in these Articles, either alone or in association with others incidental or pertaining to, or going out of, or connected with its business or powers, provided the same shall not be inconsistent with the laws of the State of Florida.

The several clauses contained in this statement of the general nature of the business or businesses to be transacted shall be construed as both purposes and powers of this limited liability company, and statements contained in each clause shall, except as otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other clause. They shall be regarded as independent purposes and powers.

Nothing contained in these Articles shall be deemed or construed as authorizing or permitting, or purporting to authorize or permit the limited liability company to carry on any business, exercise any power, or do any act which a limited liability company may not, under Florida laws, lawfully carry on, exercise, or do.

ARTICLE III

EXERCISE OF POWERS

All limited liability company powers shall be exercised by or under the authority of, and the business and affairs of this limited liability company shall be managed under the direction of the Manager of this limited liability company. This Article may be amended from time to time in the Operating Agreement of the limited liability company by a unanimous vote of the members of the limited liability company.

ARTICLE IV

MANAGEMENT

Management of this limited liability company is reserved to its Manager, whose name and address is as follows:

DAVID DOORNEWEERD
407 Wekiva Springs Road, Suite 215
Longwood, FL 32779

ARTICLE IV

MEMBERSHIP RESTRICTIONS

Members shall have the right to admit new members by unanimous consent. Contributions required of a new member shall be determined as of the time of admission to the limited liability company.

A member's interest in the limited liability company may not be sold or otherwise transferred except with unanimous written consent of all members.

On the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member, or the occurrence of any other event that terminates the continued membership of a member in the limited liability company, the remaining members shall have the right to continue the business on unanimous consent of the remaining members.

ARTICLE V

CAPITAL CONTRIBUTIONS

Capital contributions in the amount of \$5,000.00 in cash or property shall be paid to the limited liability company by the members. Additional contributions will be made as required for investment purposes, as determined by unanimous consent of the members.

ARTICLE VII

PROFITS AND LOSSES

(a) Profit Sharing. The members shall be entitled to the net profits arising from the operation of the limited liability company business that remain after the payment of the expenses of conducting the business of the limited liability company. Each member shall be entitled to the distributive share of the profits specified as follows:

DAVID DOORNEWEERD

100%

The distributive share of the profits shall be determined and paid to the member each year on the anniversary date of the commencement of business of the limited liability company, the month and day of commencement being the date of filing of these Articles.

(b) Losses. All losses that occur in the operation of the limited liability company business shall be paid out of the capital of the limited liability company and the losses of the business and be allocated as follows:

DAVID DOORNEWEERD

100%

ARTICLE VIII

DURATION

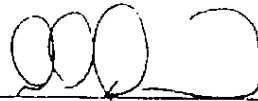
This limited liability company shall exist perpetually or until dissolved in a manner provided by law, or as provided in the regulations adopted by the members.

ARTICLE IX

INITIAL REGISTERED OFFICE AND REGISTERED AGENT

The address of the initial registered office of the limited liability company is 225 E. Robinson Street, Suite 600, Orlando, County of Orange, State of Florida 32801, and the name of the company's initial registered agent at that address is Stephen C. L. Chong.

The undersigned, being the original member of the limited liability company, certifies that this instrument constitutes the proposed Articles of Organization of AILERON WEALTH MANAGEMENT II, LLC.



DAVID DOORNEWEERD, Manager

I, Stephen C. L. Chong, hereby am familiar with and accept the duties and responsibilities as registered agent for said limited liability company.

Executed by the undersigned at Orlando, Florida on September 7, 2018.



Stephen C. L. Chong

FEE AGREEMENT

99
September
THIS CONTRACT FOR LEGAL SERVICES is made and entered into this 6th day of ~~August~~ 2018, by and between the law firm of MATEER & HARBERT, P.A., 225 E. Robinson Street, Suite 600, Orlando, Florida, 32801, hereinafter referred to as the "Law Firm" and DAVID DOORNEWEERD, whose address is 36331 ~~LESLIE~~ LANE, EUSTIS, FL 32736, hereinafter collectively referred to as the "Client." Leslie 00

WHEREAS, Client desires to retain and employ the Law Firm to represent him/her/it in the legal matters set out in paragraph one below; and

WHEREAS, the Law Firm has agreed to accept the Client's offer of employment;

NOW THEREFORE, in consideration of the premises hereof and the mutual covenants and agreements below, Client and the Law Firm agree as follows:

1. PROFESSIONAL SERVICES: The Law Firm will provide all necessary legal services to Client regarding the creation of Aileron Wealth Management II, LLC and any other matters requested by Client. The Law Firm shall determine throughout the course of Client's representation which attorneys and support personnel affiliated with the Law Firm are necessary and appropriate to efficiently and effectively provide these legal services for Client. The law firm will regularly provide Client with copies of documents, pleadings, and correspondence in order to keep client informed of the extent and nature of the legal services being rendered.

2. FEES: In consideration for performing the legal services described in paragraph one hereinabove, Client will pay to the Law Firm compensation based upon the reasonable value of the services rendered. The time and labor required will be initially calculated at the rates of \$300.00 to \$595.00 per hour for partner's professional services, \$300.00 to \$595.00 per hour for of counsel's professional services, \$150.00 to \$300.00 per hour for associate's professional services, and \$95.00 to \$125.00 per hour for paralegal's services rendered by the Law Firm on behalf of Client, or at the Law Firm's standard rates for service as adjusted from time to time. Primary responsibility for your matters will be handled by Stephen C. L. Chong. The amount calculated for the time and labor required may then be adjusted to reflect the novelty, complexity, and difficulty of the legal questions involved, the level of skill required to perform the services, the time limitations imposed by the Client or the circumstances, and the results obtained in order to determine the reasonable value of the legal services rendered. The Law Firm has not agreed to charge a flat fee. CLIENT FURTHER ACKNOWLEDGES THAT THE LAW FIRM HAS NOT PROMISED OR SUGGESTED THAT THE ENTIRE FEES TO BE CHARGED FOR THE REPRESENTATION DESCRIBED IN PARAGRAPH ONE ABOVE WILL BE ANY FIXED SUM OR WILL ULTIMATELY BE LESS THAN ANY PARTICULAR AMOUNT.

3. COSTS, EXPENSES AND DISBURSEMENTS: All costs (including photocopies at 25 cents each, facsimile transmissions (fax) sent and received at 25 cents each, automobile mileage at 57.5 cents per mile, long distance telephone charges, cellular phone charges at a minimum of \$2.00 per call and 50 cents per minute, and charges for each telecopy sent or received), necessary

disbursements, and reasonable personal and travel expenses that are incurred by the Law Firm for, or on behalf of Client, in connection with Client's representation, are to be paid by Client in addition to the fees billed. Any costs, disbursements, or expenses that may be advanced by the Law Firm shall promptly be reimbursed by the Client.

4. EXPERTS AND INVESTIGATORS: The Law Firm in its discretion, after consultation with Client, may employ experts to evaluate facts, render opinions, and provide testimony if needed and may employ investigators to examine and investigate persons, objects, places, and events as may be necessary to facilitate the Law Firm's representation of the Client. All such experts and investigators shall report exclusively to the Law Firm, and the cost of their services shall be borne by Client.

5. INITIAL RETAINER: Client shall deposit with the Law Firm a \$500.00 retainer, payable upon execution of this agreement. Client shall maintain said retainer as a positive balance on monthly basis. This retainer shall be deposited into the trust account of the Law Firm, with drawings made from this account as costs are incurred and statements for professional fees and expenses are rendered. The amount, if any, of this retainer not earned or expended shall be refundable to Client immediately upon termination of the Law Firm's representation of Client. Should this matter proceed to trial, Client shall provide an additional \$25,000.00 fee advance 60 days prior to trial or arbitration and maintain said new balance through completion of trial or arbitration. Client expressly acknowledges that the amount of the initial retainer does not constitute a flat fee and is not an estimate by the Law Firm of the entire amount of fees and costs anticipated to be incurred. The total fees and costs necessary to render the legal services contemplated by this contract, in fact, may well substantially exceed the amount of such retainer. **THE LAW FIRM IS UNABLE TO ACCURATELY ESTIMATE OR PREDICT THE TOTAL AMOUNT OF FEES AND COSTS THAT MAY BE NECESSARY TO CONCLUDE ITS REPRESENTATION OF CLIENT.**

6. PAYMENT OF FEES, COSTS AND EXPENSES: Costs, including expert and investigative services, shall be billed to the Client on a periodic basis and, if not paid by drawing from Client's retainer, shall be due and payable in the Law Firm's office not later than ten (10) days from the date of the statement at the Law Firm's address listed above. Client agrees to promptly read and review each statement upon its receipt. If the Client questions or disputes any item or entry upon a statement or objects to any of the costs billed, the Client agrees to notify the Law Firm in writing within twenty (20) days from the date of the statement. Client agrees and acknowledges that unless a written objection is received to any statement within this twenty (20) day period, then all amounts shown on that statement shall be presumed correct and shall not be subject to later dispute. Client authorizes the Law Firm to obtain a credit report concerning Client. Client further agrees to pay a service charge of one and one-half percent (1.5%) interest per month on any unpaid balance.

7. **ADDITIONAL RETAINER:** Because of the level of services necessary to be rendered during any particular month or months or as a result of information derived from Client's credit report or when there are only sixty (60) days remaining before the scheduled commencement of any trial on behalf of Client, the Law Firm may request, in its discretion, that Client deposit an additional retainer to assure payment of all fees and costs to be incurred. Client's failure to pay this additional retainer or retainers when requested by the Law Firm shall be grounds for the Law Firm to immediately withdraw from further representation of Client, to which withdrawal Client hereby consents.

8. **FAILURE TO TIMELY PAY FEES, COSTS AND EXPENSES:** In the event that Client fails to pay the Law Firm the balance due as shown on any statement within thirty (30) days of when it is rendered to Client, then the Law Firm may cease providing further legal services and may cease incurring or advancing costs and expenses on behalf of Client. Client hereby agrees to pay all costs of collection, including reasonable attorneys' fees, incurred by the Law Firm in collecting any unpaid fees and costs from Client, whether in litigation, arbitration, or otherwise.

9. **ARBITRATION:** The Law Firm and Client hereby agree to the submission, at the option of either party, of any fee dispute arising out of this Contract to the Fee Arbitration Committee of the Florida Bar for Orange County, Florida. The Law Firm and Client further agree that any written award entered by this Fee Arbitration Committee shall be final and binding on both parties.

10. **ATTORNEYS' RETAINING AND CHARGING LIENS:** As security for the Client's payment in full of all fees, costs and interest due to the Law Firm, Client acknowledges and agrees that the Law Firm shall be entitled to assert attorneys' retaining and charging liens against all money and property of the Client that may be in the custody or control of the Law Firm or that is recovered as a result of any lawsuit in which the Law Firm represents Client. Until the Client's obligation to pay any outstanding balance to the Law Firm, including any disputed amount, has been fully satisfied, the Law Firm may retain all documents, money, and other property of the Client as security for payment of such balance. Client agrees that the Law Firm shall not be obligated to release such property or to allow Client or anyone else to copy or inspect the property until all sums due the Law Firm have been fully paid. The Law Firm, in its discretion, may obtain judicial foreclosure of its lien against this property. In the event the Law Firm holds money of the Client, whether received directly from the Client or from some third party for the benefit of the Client as a result of a settlement, recovery or otherwise, and whether held in trust or not, the Law Firm may pay or apply so much of that money as may be necessary to satisfy any outstanding balance due the Law Firm. Client agrees and consents the Law Firm may, in its discretion, make such payment to itself without further authorization from Client, except that the Law Firm shall advise Client in writing of the date and amount of the payment.

11. **FAVORABLE TERMINATION NOT GUARANTEED:** The Law Firm makes no representations or warranties concerning the successful termination of Client's cause. All statements by anyone on behalf of the Law Firm concerning these matters are statements of opinion only.

12. CLIENT COOPERATION: Unless the Law Firm gives express permission, Client shall not discuss the matters described in paragraph one above with anyone other than employees of the Law Firm. The Law Firm is the chief legal counsel in Client's cause and has final decision on all legal questions pertaining to any litigation in which the Law Firm represents Client. Client shall: (1) follow the advice and instructions of the Law Firm; (2) secure all necessary documents and information as requested by the Law Firm; (3) cooperate fully with the Law Firm in the firm's representation of Client; (4) act only through the Law Firm in connection with any litigation or transaction being handled by the Law Firm; and (5) avoid all acts that are illegal, immoral, or unethical that might jeopardize Client's position in the matters described in paragraph one above.


13. ENTIRE AGREEMENT: This Contract represents the entire agreement of the Law Firm and Client. **There are no promises, terms, conditions or obligations, other than those contained herein;** and this Contract shall supersede all previous communications, representations or agreements, either verbal or written, between the Law Firm and Client.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed in the manner and form sufficient to bind them on the date first above written.

By: 

DAVID DOORNEWEERD, Client

MATEER & HARBERT, P.A.

By: 

STEPHEN C. L. CHONG, Attorney

CONSENT TO USE SIMILAR NAME

I, Mark Loop, as a member of Aileron Wealth Management, PLLC, hereby authorize David Doorneweerd to use the name of Aileron Wealth Management II, LLC to create a new limited liability company.

M. Loop

Dated: 9-7-18

Mark Loop