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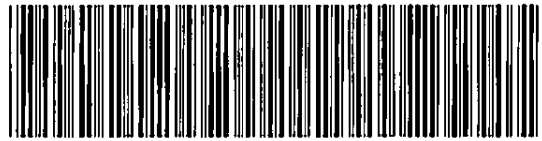
(Business Entity Name)

(Document Number)

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COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: _____

Luxe Noire Etoile

Name of Limited Liability Company

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

Please return all correspondence concerning this matter to the following:

Jennifer Foster

Name of Person

Luxe Noire Etoile

Firm/Company

185 Cliftwood Dr. NE unit 302

Address

Sandy Springs GA 30328

City/State and Zip Code

jennitheprofessional@gmail.com

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

For further information concerning this matter, please call:

Jennifer Foster

Name of Person

at *404*

Area Code

953 2075

Daytime Telephone Number

Enclosed is a check for the following amount:

☐ \$25.00 Filing Fee

☒ \$30.00 Filing Fee &
Certificate of Status

☐ \$55.00 Filing Fee &
Certified Copy
(additional copy is enclosed)

☐ \$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**

Luxe Noire Etoile

(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 February 28, 2024 and assigned Florida document number L2400012614.

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

[illegible]

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

Please take Jennifer Foster off of the LLIXE
NOIRE Etoile LLC company she is no longer an owner
KIRA HICKS is now the only owner single

E. Effective date, if other than the date of filing: 04/15/2024 (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 04/15/2024 April 15, 2024

Signature of a member or authorized representative of a member

Jennifer Foster / Kira Hicks

Typed or printed name of signee

Partnership Dissolution Agreement

This Partnership Dissolution Agreement (the "Dissolution Agreement") is made on April 15, 2024 between the following Partners:

Jennifer Foster, 6202 Santa Fe Parkway, Sandy Springs, Georgia 30350

Kira Hicks, 6560 NW 7th St., Miami, Florida 33126

The parties to this Agreement shall be collectively referred to as "Partners."

1. Description of Partnership

Luxe Noire Etoile is a partnership with a business address of 66 W Flagler Street, Miami, Florida 33130. The Partners have continued Luxe Noire Etoile, which is engaged in Hair Wigs Hair Pieces Cosmetics.

2. Partnership Agreement

The Partners entered into the Partnership and have continued in partnership under the provisions of a written agreement dated February 13, 2024 (Partnership Agreement), a copy of which is attached herewith as Exhibit A and incorporated by reference into this Agreement.

3. Intention to Dissolve

The Partners now intend to dissolve the Partnership and liquidate its affairs pursuant to a plan by which the Partners sell all of the assets of the Partnership and distribute to the Partners any proceeds remaining after the payment of all liabilities of the Partnership.

DISSOLUTION

1. Effective Date of Dissolution

The Partners agree to dissolve their Partnership, effective at the close of business on April 15, 2024, and shall thereafter promptly liquidate and wind-up the affairs of the Partnership.

2. Termination of Business

Except for the purpose of carrying out the winding-up and liquidation of the business of the Partnership, no Partner shall transact any further business nor incur any further obligations on behalf of the Partnership after the date of this Agreement.

3. Statement of Dissolution

The Partners agree to file a statement of dissolution in the office of the Division of Revenue in the Department of the Treasury and to have the statement recorded in the office of the county recording officer in those counties in all other states where the Partnership business has been regularly conducted.

4. Notice of Dissolution

The Partners agree to cause a notice of the dissolution to be published at least once in a newspaper of general circulation in all counties in Florida where the Partnership business has been regularly conducted.

LIQUIDATION

1. Accounting

Immediately following the dissolution of the Partnership, the Partners shall cause an accounting to be made by Kira Hicks of all of the assets, liabilities, and net worth of the Partnership as of the effective date of the dissolution.

2. Disclosure

Except as disclosed in the books and records of the Partnership, each of the Partners represents and warrants that no Partner has previously contracted any liability that can or may be charged to the Partnership or any other Partner, nor has any Partner received or discharged any of the credits, moneys, or effects of the Partnership.

3. Settling Accounts

On completion of the accounting, the Partners shall pay all of the liabilities of the Partnership, including those owing to the Partners other than for capital or profits, in accordance with the Uniform Partnership Act. All amounts remaining after payment of the above liabilities shall be distributed as follows:

\$0

4. Appointment of Liquidating Partner

Kira Hicks is appointed as the liquidating Partner to carry out the terms and conditions of this Agreement.

5. Inspection of Books and Records

All other Partners shall have the right, directly or through his or her representative, at all reasonable times, to examine the books and pertinent records of the Partnership to establish and enforce his or her rights under this Agreement.

CONSTRUCTION PROVISIONS

1. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Florida.

2. Other Instruments

The Partners covenant and agree that they will execute any other instruments and documents that are or may become necessary or convenient to carry out this Agreement.

3. Headings

The headings used in this Agreement are used for administrative purposes only and are not to be considered in construing the terms of this Agreement.

4. Parties Bound

This Agreement shall be binding on, and inure to the benefit of, the Partners and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

5. Strict Construction

This Agreement shall not be strictly construed against either Partner.

6. Severability

If any provision in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement.

7. Counterparts

This Agreement may be executed in any number of counterparts and each of the counterparts shall for all purposes be deemed to be an original.

8. Prior Agreements Superseded

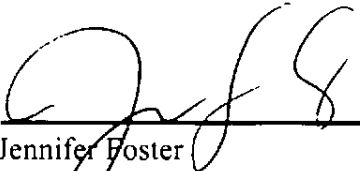
This Agreement supersedes any prior understandings or written or oral agreements between the Partners respecting the subject matter of this Agreement, including the Partnership Agreement, to the extent that the understanding or agreement conflicts with any provision contained in this Agreement.

9. Survival of Representations and Warranties


The representations and warranties set forth in this Agreement shall be continuous and shall survive the taking of any accounting and the dissolution and winding-up of the Partnership as contemplated by this Agreement.

Executed by the Partners of Luxe Noire Etoile with the intent of being legally bound.

THE PARTNERS OF LUXE NOIRE ETOILE:

By: 
Jennifer Foster

Date: 04/15/2024

By: 
Kira Hicks

Date: 04/15/2024