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## TRANSMITTAL LETTER

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Surf Line Barber Shop, Inc.  
(Name of Limited Liability Company)

**DOCUMENT NUMBER:** \_\_\_\_\_

The enclosed Resignation of Registered Agent for a Limited Liability Company and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Adriana Negron  
(Name of Person)

\_\_\_\_\_  
(Name of Firm/Company)

400 Casting Court  
(Address)

Orlando, Florida 32825  
(City/State and Zip Code)

For further information concerning this matter, please call:

Adriana Negron at ( 407 ) 823-9560  
(Name of Person) (Area Code & Daytime Telephone Number)

Enclosed is a check made payable to the Florida Department of State for \$85.00 for an active limited liability company or \$25.00 for an administratively dissolved, voluntarily dissolved or withdrawn limited liability company.

**Mailing Address:**  
Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address:**  
Amendment Section  
Division of Corporations  
409 E. Gaines Street  
Tallahassee, FL 32399

**ARTICLES OF INCOPORATION**

**OF**

**SURF LINE BARBER SHOP, INC.,**

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TALLAHASSEE, FLORIDA

This Agreement is entered into this 26<sup>th</sup> day of June 2006 by and between KENNETH NEGRON, (Henceforth "Member #1"), whose address is 400 Casting Court, Orlando, Florida 32825 and ADRIANA NEGRON, (Henceforth "Member #2"), whose address is 400 Casting Court, Orlando, Florida 32825 and collectively hereafter to as "Members" pursuant to Chapter 607 and 621 Florida Statutes.

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Managing Members and Members agree as follows:

**I. FORMATION**

The Parties hereby confirm that they have formed a corporation under Chapter 607 and/or F.S. The parties have caused to be filed the Articles of Incorporation and shall execute, acknowledge, swear to and file any other documents required under applicable law.

**II. NAME**

The named of the Corporation shall be SURF LINE BARBER SHOP, Inc., and all business of the Corporation shall be conducted under the said name, or such other name as the Members from time to time may determine.

**III. PURPOSES**

The purposes of the Corporation is to engage in the business of a full Barber shop and unisex salon and any other law purposes; to enter into and perform contracts and agreements of any kind necessary to, in connection with or incidental to the business of the Corporation. The Corporation shall be formed in the State of Florida.

**IV. PRINICPAL P LACE OF BUSINESS**

The principal place of business and specified office of the Corporation at which the records required to be maintained by the Corporation under Florida Law are to be kept shall be 5240 E. Colonial Drive, Orlando, Florida 32807, or at such other additional places of business within or outside of the State of Florida as the Managing Members from time to time may designate. The Members shall notify the other Members of any change of the principal place of business and specified office.

## **V. CAPITAL AND MANAGEMENT CONTRIBUTIONS**

The capital of the Corporation shall be \$2,000 which shall consist of the aggregate of the capital contributions made and management contributions shall be defined pursuant to Article 5.

Each of the members shall contribute to the capital and management of the Corporation in the amount and capacity set forth opposite his name below:

(a) Member #1 - Kenneth Negron shall pay a capital contribution in the amount of \$1,500 to the Corporation and shall be responsible for 80% of all additional reasonable expenses incurred in the developing of SURF LINE BARBER SHOP. He shall be responsible for all major procedures and operations, business decisions, goals and policies, as well as day to day operations of the Corporation.

(b) Member #2 - Adriana Negron shall pay a capital contribution of \$500 to the Corporation and shall be responsible for 20% of all additional reasonable expenses incurred in developing SURF LINE BARBER SHOP. Her responsibility will be limited to accounting policies and procedures and business decisions.

## **VI. SHARES OF STOCK OF THE CORPORATION**

A total of 100 shares shall be issued by Corporation. Kenneth Negron shall own 80 shares of the Corporation. Adriana Negron shall own 20 shares of the Corporation.

## **VII. BOOKS, RECORDS AND TAX RETURNS**

All times during the continuance of the Corporation, the Managing Members shall keep or cause to be kept complete and accurate records and book of account in which shall be entered each transaction of the Corporation in accordance with generally accepted accounting principles.

The physical year of the Corporation for both accounting and income tax purposes shall be the calendar year. The Corporation for both accounting and income tax purposes shall be the calendar year. The Corporation shall reports its operation, net income and net losses in accordance with methods of accounting selected by the Managing Partners.

## **VIII. MANAGEMENT OF THE CORPORATION**

The Members hereby designate KENNETH NEGRON, having his address 400 Casting Court, Orlando, Florida 32825 to serve as the Managing Member for the Corporation.

The business and affairs of the Corporation shall be conducted and managed by the Corporation in accordance with this Agreement and the laws of the State of Florida.

The Manager shall have responsibility for the day-to-day management of the business and affairs of the Corporation and shall devote such time and attention as the Member deems necessary to the conduct and management of the business and affairs of the Corporation.

#### **IX. ASSIGNMENT OF INTERESTS**

Members of other person holding any interest in the Limited Liability Company may not assign, pledge, transfer or otherwise dispose of all or any part of his interest in the Limited Liability Company, including without limitation, the capital, profits of distributions of he Limited Liability Company without the prior written consent of the other Members in each instance.

#### **X. REGISTERED AGENT**

The name of the Florida street address of the registered agent is :

Adriana Negron  
400 Casting Court  
Orlando, Florida 32825

I certify that I am familiar with and accept the responsibilities of the registered agent.

Registered Agent Signature:

Adriana Marin-Negron

#### **XI. NAME OF THE INCOPORATOR**

The name and address of the incorporators are :

Kenneth Negron  
400 Casting Court  
Orlando, Florida 32825

and

Adriana Negron  
400 Casting Court  
Orlando, Florida 32825

Incorporators signature :

Kenneth Negron  
Kenneth Negron

Incorporators signature :

Adriana Marin-Negron  
Adriana Negron

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## **XII. OFFICER AND DIRECTORS OF THE CORPORATION**

The initial officers and/or directors of the corporation are:

Title: President

Kenneth Negron  
400 Casting Court  
Orlando, Florida 32825

Title: Vice-President

Kenneth Negron  
400 Casting Court  
Orlando, Florida 32825

## **XIII. MISCELLANEOUS**

This Agreement and the rights and liabilities of the parties hereunder shall be governed by and determined in accordance with Chapter 607, Fla. Stat. and other relevant laws of the State of Florida. Every provision of the Agreement is intended to be severable. If any provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

The Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof. It is the intention of the Members that this Agreement shall be the sole sources of agreement of the parties.

Subject to the limitations on transferability contained herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and assigns.

No provision of the Agreement is intended to be for the benefit of or enforceable by any third party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

Kenneth Negrón  
Kenneth Negrón – Member #1

Adriana Morin Negrón  
Adriana Negrón – Member #2

**NOTARIZATION**

Subscribed and sworn to before me, this 26<sup>th</sup> day of June, of the year 2006.

Signature of Notary:

Expiration Date of Commission:

[Signature]  
11-6-07

Notary Seal or Stamp



Claudia Hernandez  
MY COMMISSION # DD265274 EXPIRES  
November 6, 2007  
BONDED THRU TROY FAIR INSURANCE, INC.