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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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PICK-UP

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WAIT

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MAIL

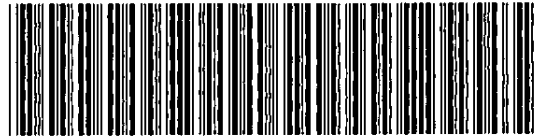
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



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04/21/15--01022--009 **130.00

EFFECTIVE DATE
4/16/15

FILED
15 APR 21 PM 3:59
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: Orofino Catering, 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:

Michael Orofino
Name of Person

Orofino Catering, LLC
Firm/Company

929 Oakdale Street
Address

Windermere, Florida 34786
City/State and Zip Code

mikeodtd@gmail.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Michael Orofino at (315) 246-2916
Name of Person Area Code Daytime Telephone Number

Enclosed is a check for the following amount:

- | | | | |
|--|--|---|---|
| <input type="checkbox"/> \$125.00 Filing Fee | <input checked="" type="checkbox"/> \$130.00 Filing Fee &
Certificate of Status | <input type="checkbox"/> \$155.00 Filing Fee &
Certified Copy
(additional copy is enclosed) | <input type="checkbox"/> \$160.00 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/Courier Address
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

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TALLAHASSEE, FLORIDA

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

Orofino Catering "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:

929 Oakdale Street
Windermere, Florida
34786

Mailing Address:

88 Burtis Point Road
Auburn, New York
13021

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.)

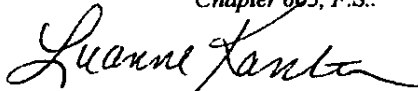
The name and the Florida street address of the registered agent are:

Luanne Kanter
Name

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

Windermere FL 34786
City Zip

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)

Page 1 of 2

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15 APR 21 PM 2:59
CLERK OF STATE
TALLAHASSEE, FLORIDA

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:

Melina Carnicelli
88 Burtis Point Road
Auburn, New York, 13021

"AMBR"

Luanne Kanter
929 Oakdale Street
Windermere, Florida 34786

"AMBR"

Michael Orofino
5324 St Route 38 A
Auburn, New York 13021

"AMBR"

Matthew Carnicelli
88 Burtis Point Road
Auburn, New York 13021

(Use attachment if necessary)

ARTICLE V: Effective date, if other than the date of filing: April 16, 2015 (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.)

ARTICLE VI: Other provisions, if any.

See Attached Memo "Articles of Incorporation"

REQUIRED SIGNATURE:

Melina Carnicelli

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

(In accordance with section 605.0203 (1) (b), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

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.)

Melina Carnicelli

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

April 2015
ARTICLES of ORGANIZATION
OroFino Catering, LLC

AGREEMENT made on this 16 day of April, 2015 among the members: Michael A Orofino (Auburn, NY), LuAnne Kanter (Windermere, FL) Melina Carnicelli (Auburn, NY), Matthew Carnicelli (Auburn, NY) for the purpose of food service catering for clients in locations of clients' choice.

In consideration of planning and implementing catering services, the members agree to:

1. An equal partnership regarding roles, responsibilities, expenses and income
2. Distribute catering event profit equally among partners at close of event and after all expenses are paid and after 20% of profit is designated savings to business account. Should event run a deficit, the deficit will be covered in equal share (25%) among the partners.
3. Effectively fulfill individual responsibilities, in a timely manner, as agreed upon by members (see below)
4. Periodic updates, as agreed upon, regarding individual areas of responsibilities and financial status
5. Seek agreement from all members prior to:
 - a. confirming an event
 - b. setting an event date
 - c. setting menu & event quote
 - d. incurring an expense over \$25 for any purchase, not including event cost of goods
6. Prior to confirming a catering job, each individual member will state her/his availability to work the event. If any member is not available to be present at a confirmed event but participates in pre-event planning/prep, he/she will share profit as usual less his/her share of gratuity which will be shared equally between/among those members working the event. If any member is unavailable for a confirmed event in any capacity, her/his share of profit and gratuity will be divided equally between/among those members who are available.
7. Major areas of responsibility:
 - a. Mike Orofino – menu design & pricing; equipment; chef
 - b. LuAnne Kanter – accounting; event décor; pastry chef
 - c. Melina Carnicelli –accounting; internal/external communications; hors d'oeuvres
 - d. Matthew Carnicelli – transportation; event venue set-up & clean-up; chef

All other duties/tasks necessary for each event, decided upon by members.

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ALACHUA COUNTY, FLORIDA

8. Accounting Procedures:

- a. Price quotes for event catering services sent to clients in a timely manner. complimentary client discounts, as agreed upon among members;
- b. 25% deposits required from clients (along with signed Agreement) to confirm service;
- c. Client balance due 1-2weeks prior to event; payable to OroFino Catering, LLC;
- d. Cancellation Policy in effect for all confirmed events (see Agreement doc);
- e. 8% sales tax levied on each quote, including service gratuity;
- f. Profit is amount of sales less expenses and 8% sales tax;
- g. 20% of each event profit to remain in business account for operations and supplies;
- h. 80% of profit from each event divided equally among members, or as decided among members, within one (1) week of event date. If event runs a deficit, expenses covered as agreed upon by members;
- i. Expense receipts for each event kept on file for three (3) years;
- j. Monthly income/expense accounting to all members;
- k. Business year: January 1-December 31;
- l. All payments for goods/services made on behalf of OroFino Catering, LLC via business checking account;
- m. Catering AGREEMENTS are between CLIENT and OroFino CATERING, LLC.

MEMBER SIGNATURES:

Michael D'Amico

Date: 4/16/2015

Luanne Kante

Date: 4/16/2015

Melina Carnicelli

Date: 4.16.2015

Matthew Carnicelli

Date: 4.16.2015

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STATE
TALIAHASSER
FLORIDA

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