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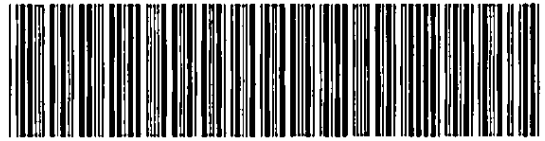
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TALLAHASSEE, FLORIDA

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JUN 07 2021



Law Offices of Renier Cruz, P.A.

300 Sevilla Avenue,
Suite 310,
Coral Gables, FL 33134

Email: rc@cruzpa.com
Tel: (305) 443-2772
Fax: (305) 443-3872

May 5, 2021

VIA CERTIFIED MAIL

Florida Department of State
Division of Corporations
Corporate Filings Section
PO Box 6327
Tallahassee FL, 32314

Re: Articles of Organization of Final Voyages LLC

Please find enclosed the original Articles of Organization for Final Voyages LLC, along with check number 2300 for filing. The check amount includes the Standard filing fee of \$125 and for a Certificate of Status of \$5, totaling to \$130.00.

We would greatly appreciate if you would advise if there is anything further that is required from us.

Best regards,

Renier Cruz, Esq.

Enclosures:

- o Articles of Organization of Final Voyages LLC
- o Check number 2300 for a total of \$130.00.

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21 MAY 13 PM 12:43
STATE OF FLORIDA
TALLAHASSEE, FLORIDA

COVER LETTER

**TO: New Filing Section
Division of Corporations**

SUBJECT: Final Voyages, 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:

Richard M. Cruz Blanco, Esq.

Name of Person

Renier Cruz, P.A.

Firm/Company

300 Sevilla Avenue, Suite 310

Address

Coral Gables, Florida 33134

City/State and Zip Code

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

For further information concerning this matter, please call:

Richard M. Cruz Blanco, Esq. 305 443-2772
Name of Person at 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
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

RECEIVED
21 MAY 13 PM 12:43
TALLAHASSEE, FLORIDA

**ARTICLES OF ORGANIZATION
OF
FINAL VOYAGES LLC**

The undersigned certify that we have associated ourselves together for the purpose of becoming a limited liability company under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit. We further declare that the following Articles shall serve as the Charter and authority for the conduct of business of the limited liability company.

**ARTICLE I
COMPANY NAME AND EXISTANCE**

The name of this limited liability company shall be Final Voyages LLC. This limited liability company shall exist perpetually or until dissolved by the Members or Managers, upon an event of dissolution according to the terms of the company's regulations or Operating Agreement, if any, dissolved in a manner provided by law, or if the regulations conflict with Florida law, then in a manner provided by law.

ARTICLE II. DURATION

The period of duration of the Company shall commence on the date of the filing of the Articles of Organization and shall be perpetual.

**ARTICLE III
PRINCIPAL PLACE OF BUSINESS**

The initial principal office is located at 11191 S.W 58th Terrace, Miami, Florida 33173. The company shall have the power and authority to move this principal office or establish branch offices at any other place or places as the managers may designate, within or without the state of Florida.

**ARTICLE IV
PURPOSES AND POWERS**

The purpose for which the company is formed is to engage in any lawful purpose, acts, business, or activities for which limited liability companies may be formed and otherwise granted or permitted by the laws of any jurisdiction, state, country, or government. These shall include but not limited to, the purposes, activity and powers authorized by the laws of the State of Florida for limited liability companies and the Florida Revised Limited Liability Company Act or its progeny.

This Instrument was prepared by:
Renier Cruz, P.A.
300 Sevilla Avenue
Suite 301
Coral Gables, Florida 3313

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In general, to carry on 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. The general nature of the business or businesses to be transacted, and which the limited liability company is authorized to transact, shall include the following:

4.1. To engage in any lawful activity or business authorized under the Florida Statutes and otherwise granted or permitted by the law of any jurisdiction, state, country, or government.

4.2. To purchase or otherwise acquire, undertake, carry on, improve, or develop, all or any of the business, good will, rights, assets, and liabilities of any person, firm, association, or corporation carrying on any kind of business of a similar nature to that which they legally may perform or 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, whether real, personal, tangible, or intangible, so acquired.

4.3. To enter and make all necessary contracts for its business with any person, entity, company, corporation, association, partnership, firm, syndicate, or other entity, 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.

4.4. 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 of Organization and otherwise granted or permitted by the law of any jurisdiction, state, country and government, while acting as agent, nominee, or attorney-in-fact for itself or any persons, company, or corporations, and perform any service under contract for itself or otherwise for any person, entity, company, corporation, association, partnership, firm, syndicate, or other entity, domestic or foreign, 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, any other jurisdiction, state, country or government, providing for the formation, rights, privileges, and immunities of limited liability companies for profit.

4.5. 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 Amended 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, any other jurisdiction, state, country or government.

4.6. The several clauses contained in this Article are of the general nature of the business or businesses to be transacted and shall be construed as both purposes and powers of this limited liability company, and statements contained in each clause and the general nature of the businesses shall, except as otherwise expressed, be in no way limited or restrictive, nor restricted by reference

to or inference from the terms of any other clause. They shall be regarded as independent purposes and powers.

4.7. 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 lawfully carry on, exercise, or do.

ARTICLE V EXERCISE OF POWERS

5.1. 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 two or more managers of this limited liability company.

5.2. The name and address of the persons who shall serve as initial managers, are as follows:

Antonio Huby, 8760 SW 27th Street, Miami, Florida 33165, and:

Willys Chirino 11191 SW 58th Terrace, Miami, Florida 33173.

5.3. This Article may be amended from time to time pursuant to the regulations of the limited liability company by a vote of the majority in interest of the members of the limited liability company entitled to vote thereon or otherwise in accordance with the terms of the Operating Agreement.

ARTICLE VI MANAGEMENT

6.1. The management of the limited liability company shall be vested in two or more managers or classes of managers in accordance with relevant state statute, subject to any provisions in these Articles of Organization or the Operating Agreement granting or withholding the management powers or responsibilities of one or more managers or class or classes of managers.

6.2. A manager shall hold such offices and have such responsibilities accorded to him or her by the members as provided herein, pursuant to Florida Statutes or as otherwise stated in the Operating Agreement.

6.3. The Managers shall manage the limited liability company by their unanimous vote or if more than two manager exists, by a majority of the managers, except as provided in the Operating Agreement.

6.4. Any action required or permitted to be taken by a vote of the managers or a class of managers may be taken without a vote if all the managers or all of the managers in such class, as the case may be, consent thereto in writing, and the writing is filed with the records of the limited liability company, except as provided in the operating agreement.

6.5. Managers of this limited liability company may participate in a meeting by means of teleconference or by other form of communication or use of other equipment by means of which all persons participating in the meeting can at minimum hear each other, except as otherwise provided in the operating agreement. Such participation shall constitute presence in person at the meeting.

6.6. Except as provided in the operating agreement, the members shall vote to designate or elect the manager or managers of the limited liability company, for his or her designated term of office.

6.7. Each manager shall hold the office and have the terms (which may be unlimited) and responsibilities accorded to him or her by the members and set out in the operating agreement until his or her successor has been elected and qualified or until his or her earlier resignation or removal.

6.8. Except as provided in the operating agreement, the manager shall hold office until the first annual meeting of members and until their successors have been elected and qualified.

6.9. The number of managers may be increased or decreased by unanimous vote of the managers entitled to vote thereon or in the manner provided in the operating agreement.

6.10. Except as provided in the operating agreement, any or all managers of this limited liability company may be removed or replaced for cause, or by a unanimous vote of the managers.

6.11. Except as provided in the operating agreement, a manager may resign at any time by giving written notice to the limited liability company; provided, however, that if the resignation violates any provision contained in the operating agreement or the provision of any contractual agreement between the manager and the limited liability company, the limited liability company may recover from such manager damages for such breach as provided by such operating agreement or contract or by law. The election of a manager shall not of itself create contract rights.

ARTICLE VII

VACANCIES

7.1. Except as provided in the operating agreement, if management of the limited liability company is vested in a group of managers, any vacancies occurring in such group may be filled by the vote of a majority in interest of the members entitled to vote thereon.

7.2. Except as provided in the operating agreement, a manager chosen to fill a vacancy shall serve the unexpired term of his or her predecessor.

7.3. Except as provided in the operating agreement, if any manager's position is made open by reason of an increase in the number of managers, it shall be filled by the vote of a majority in interest of the members entitled to vote thereon.

7.4. Except as provided in the operating agreement, a manager chosen to fill a position resulting from an increase in the number of managers shall hold office until the next annual meeting of members or until a successor has been elected and qualified.

ARTICLE VIII

MEMBER VOTING

8.1. In managing the affairs of the limited liability company, electing managers, or voting on any other matter that requires the vote at a meeting of the members, each member of this limited liability company shall vote in proportion to such member's interest of the limited liability company.

8.2. Any member may vote in person or by proxy, except as provided in the operating agreement.

8.3. Unless otherwise provided in the operating agreement or by law, the vote of a majority in interest of the members entitled to vote thereon shall be required to:

8.3.1. Approve the incurrence of indebtedness by the limited liability company other than in the ordinary course of its business; or

8.3.2. Except as otherwise provided, adopt, amend, restate, or revoke the articles of organization or operating agreement.

8.4. Except as provided in the operating agreement or by law, whether this limited liability company is managed by the members or by two or more managers, the vote of at least two-thirds in interest of the members entitled to vote thereon shall be required to:

8.4.1. Approve the dissolution of the limited liability company in accordance with the relevant state statute;

8.4.2. Approve the sale, exchange, lease, mortgage, pledge, or other transfer of all or substantially all the assets of the limited liability company; or

8.4.3. Approve a merger or consolidation of the limited liability company with or into another limited liability company or foreign limited liability company.

8.5. Notwithstanding anything to the contrary in this section, no applicable provision in either these Articles of Organization or the operating agreement, that provides for the vote or consent of a percentage in interest of the members or class of members shall be amended without the vote or consent of at least such percentage in interest of the members or such class of members.

8.6. Whenever any action is to be taken under relevant state statute by the members or a class of members, it shall, except as otherwise required by these Articles of Organization or the operating agreement, be authorized by a majority in interest of the members' votes cast at a meeting of members by members or such class of members entitled to vote thereon.

ARTICLE IX

RESERVATION OF POWER TO ADD MEMBERS

No new member shall have the right to participate in the management of the business and affairs of the Company, unless unanimously admitted as a member and approved by a unanimous vote of the managers. If admitted and approved, the new member's rights of participation in said management being under such terms, conditions, and limitations and as per unanimous decision and guidelines of the managers.

ARTICLE X

AGENCY, AUTHORITY OF MEMBERS AND MANAGERS

10.1. No member, solely by reason of being a member, is an agent of the limited liability company for the purpose of its business except to the extent that authority has been delegated to such member by the managers or by the provisions of the operating agreement; and

10.2. Unless otherwise stated in the operating agreement, every manager is an agent of the limited liability company for the purpose of its business, and the act of every manager, including the execution in the name of the limited liability company of any instrument for apparently carrying on in the usual way the business of the limited liability company, binds the limited liability company, unless (i) the

manager discloses that he/she has in fact no authority to act for the limited liability company in the particular matter, or (ii) the person with whom he or she is dealing has knowledge of the fact that the manager has no such authority.

10.3 An act of a member or manager that is not apparently for the carrying on of the business of the limited liability company in the usual way does not bind the limited liability company unless authorized in fact by the limited liability company in the particular matter.

10.4 No act of a member, manager, or other agent of this limited liability company in contravention of a restriction on authority shall bind the limited liability company to persons having knowledge of the restriction.

ARTICLE XI

MEMBERSHIP RESTRICTIONS

11.1. The Operating Agreement of the Company may alter or delineate in greater detail the restrictions contained herein, as well as other restrictions to be established.

11.2. Members shall have the right to admit new members by unanimous consent.

11.3. Contributions required of new members shall be determined as of the time of admission to the limited liability company.

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

11.5. 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.

11.6. No member of the Company shall be an agent of the Company solely by virtue of being a member, and no member shall have authority to incur debt or contractual liability on behalf of the Company solely by virtue of being a member.

ARTICLE XII

CAPITAL CONTRIBUTIONS

12.1. The initial capital contributions in the amount of \$100.00 cash shall be paid to the limited liability company by each of the initial members. Additional contributions will be made as required for investment purposes, or otherwise, as determined by the Managers and approved by unanimous consent of the members pursuant to their interest, which contribution may include the value of other property or services contributed by each Member. Members will make contributions in proportion to their percentage interest. Members may increase their capital contribution, at which time the Capital Contribution percentage among members may be recalculated as determined by unanimous consent of the members.

12.2. The initial amount of capital each Member has contributed or has agreed to contribute in writing:

<u>Members</u>	<u>Contribution to Capital</u>
Antonio Huby	\$ 100.00
Willys Chirino	\$ 100.00

12.3. Except as provided in the operating agreement, a member is obligated to the Limited Liability Company to perform any enforceable promise to contribute cash or property or to perform services, even if he or she is unable to perform because of his or her death or disability or any other reason. If a member does not make the required contribution of property or services, he or she is obligated, at the option of the Limited Liability Company, to contribute cash equal to that portion of the value, as stated in the records of the Limited Liability Company that has not been made.

12.4. The operating agreement of the Limited Liability Company may provide that the interest of any member who fails to make any contribution that he or she is obligated to make shall be subject to specified penalties for, or specified consequences of, such failure. Such penalties or consequences may take the form of reducing the defaulting member's proportionate interest in the Limited Liability Company, subordinating his or her interest in the Limited Liability Company to that of the non-defaulting members, a forced sale of the defaulting member's Limited Liability Company interest, the forfeiture of the defaulting member's Limited Liability Company interest, the lending by other members of the amount necessary to meet his or her commitment, a fixing of the value of the defaulting member's Limited Liability Company interest by appraisal or by formula and redemption or sale of the defaulting member's Limited Liability Company interest at such value, as well as any other penalty or consequence specified in the operating agreement.

ARTICLE XIII PROFITS AND LOSSES

13.1. 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 a distributive share of the profits equal to the percentage of their capital contribution and be paid the distributive share of the profits when, if and as unanimously determined by a unanimous vote of the managers. When determined, the distributive share shall be Fifty (50%) percent to Antonio Huby, and Fifty (50%) percent to Willys Chirino.

13.2. All losses that occur in the operation of the limited liability company business may be paid out of the capital of the limited liability company and the profits of the business, or, if these sources are insufficient to cover such losses, by the members capital contribution in proportion to the percentage of their capital contribution when, if, and in such amount and under such terms and conditions, as determined by a unanimous vote of the managers.

ARTICLE IVX
INDEMNIFICATION

As may be further described in the operating agreement, the company shall indemnify any person who is, or was a member or manager of this company, who is, or is threatened to be made a party, to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, including all appeals, by reason of the fact that he or she is or was a member, manager, officer, employee or agent of the company, or is or was serving at the request of the company as a director, manager, trustee, officer, or employee of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise, against any and all expenses (including reasonable attorney's fees) judgments, decrees, fines, penalties, and amounts paid in settlement, which were actually and reasonably incurred by him or her in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interests of the company, and with respect to any criminal action or proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or plea of nolo contendere, or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interest of the company.

ARTICLE XV
EMERGENCY

15.1. The managers may adopt regulations to be effective only in an emergency as defined in subsection 15.1.1. below. The emergency regulations, which are subject to amendment or repeal by the unanimous vote of all the members, may make all provisions necessary for managing the Limited Liability Company during an emergency, including procedures for calling a meeting of the managers and designation of additional or substitute managers; except, no such action shall include the following:

15.1.1. An emergency exists for purposes of this section if the Limited Liability Company's managers cannot readily be assembled because of some catastrophic event.

15.1.2. All provisions of the regular regulations consistent with the emergency regulations remain effective during the emergency. The emergency regulations are not effective after the emergency ends.

15.1.3. Actions taken by the Limited Liability Company in good faith in accordance with the emergency regulations have the effect of binding the company and may not be used to impose liability on a manager, employee, or agent of the company.

INITIAL REGISTERED OFFICE AND REGISTERED AGENT

ARTICLE XVII

ACCEPTANCE OF APPOINTMENT OF REGISTERED AGENT

By: 
Richard M. Cruz Blanco, Esq.

The foregoing instrument was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 29th day of April 2021, by Richard M. Cruz Blanco, who is ☒ personally known or ☐ has produced _____ as identification.

WITNESS my hand and seal at Miami, County of Dade, State of Florida, this 29th day of April 2021.

NOTARY PUBLIC - STATE OF FLORIDA
RENIER CRUZ Printed Name

THE UNDERSIGNED, being the original members and managers of the limited liability company, certify that this limited liability company has at least two members and that this instrument constitutes the Articles of Organization of Final Voyages LLC, executed by the undersigned in Miami, Miami-Dade County, Florida, on this 29th day of April 2021 and acknowledged them to be our act.

Willys Chirino


Antonio Huby

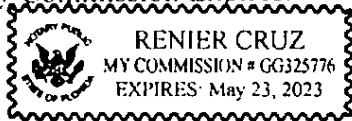
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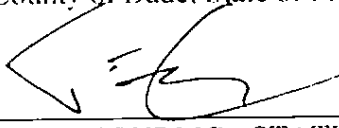
COUNTY OF MIAMI-DADE)

The foregoing instrument was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 29th day of April 2021, by Antonio Huby, who is ☐ personally known or ☒ has produced Driver's License as identification.

WITNESS my hand and seal at Miami, County of Dade, State of Florida, this 29th day of April 2021.

My Commission Expires:




NOTARY PUBLIC - STATE OF FLORIDA
RENIER CRUZ Printed Name

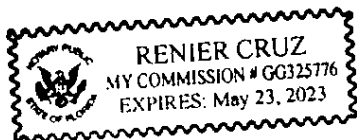
STATE OF FLORIDA)

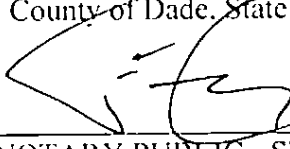
COUNTY OF MIAMI-DADE)

The foregoing instrument was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 29th day of April 2021, by Willys Chirino, who is ☐ personally known or ☒ has produced Driver's License as identification.

WITNESS my hand and seal at Miami, County of Dade, State of Florida, this 29th day of April 2021.

My Commission Expires:




NOTARY PUBLIC - STATE OF FLORIDA
RENIER CRUZ Printed Name

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21 MAY 13 PM 12:43
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