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FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

March 14, 2005

RICHARD SANON
341 SE 2ND AVE
DELRAY BEACH, FL 33462

SUBJECT: LA DIFFERENCE RESTAURANT L.L.C.
Ref. Number: W05000013204

We have received your document for LA DIFFERENCE RESTAURANT L.L.C., however, upon receipt of your document no check was enclosed. Please send a check or money order payable to the Department of State for \$125.00.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6097.

Marsha Thomas
Document Specialist

Letter Number: 705A00017408

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ARTICLES OF ORGANIZATION

OF

La Difference Restaurant L.L.C.

Article I - Name

The name of the company is "LA DIFFERENCE RESTAURANT L.L.C.". This name can be changed with the majority vote of the Board.

Article II - Address

The principal Office of the company will be at:

341 South East 2nd Ave
Delray Beach FL 33483

Its initial registered agent will be: **Richard Sanon**.

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 608, F.S.


Registered Agent's Signature

Article III - Purpose

La Difference Restaurant L.L.C. is organized to provide primarily food service, and all other lawful business endeavors permitted under the laws of the United States and the State of Florida.

Article IV - Duration

On the death, retirement, expulsion, resignation of key members, La Difference Restaurant L.L.C. will continue in business with the approval of the majority of the members. The company shall have Offices throughout and outside the State of Florida.

Article V - Management

- ☐ A Board of Directors elected annually by the members will oversee the management of the company. Board members are not restricted from participating actively in the management of the company. The initial Board of Directors is comprised of two members. The number of Directors may increase or decrease depending on business needs.
- ☐ Active management of the company will be trusted to a General Manager. This position will be filled by the Board, and approved by the majority vote of the

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members. The General Manager, in consultation with the Board, may add other positions depending on business needs.

Article VI - General standards for Directors and active managers

Directors and Managers shall owe a duty of loyalty and a duty of care to La Difference Restaurant L.L.C. They should:

- Refrain from competing with the company and avoid conflicts of interest
- Be good stewards of company properties

Directors and Managers acting in bad faith can be sued and will end up compensating the company for such expenses and losses resulted from their actions.

Article VII - Admission of additional members

New members can be admitted only with majority vote of the existing Board that will determine or set the price of their interest/share.

Article VIII - Transfer of Interest

Transfers and assignments of interest have to be approved by the majority of the Board members.

- In the case of death, the beneficiary(ies) will automatically assume the interest of the grantor.
- If a member wants to sell or assign his or her interest, he or she has to submit a request in writing to the Board that will review and approve such request. Before approving any request, the board will make it available to the existing members first. A 90-day notice is to be given to the Board for the redemption and/or sale of any member's interest.

Article IX - Employees and Directors Compensation

- Directors who work for the company will negotiate their fees with the General Manager and the Board.
- Officers will work directly with the Board to negotiate their compensation and the compensation of key employees.

Article X - Allocation of Profit/Loss

Profits and losses will be allocated based on a pro-rata share of equity.

Article XI - Fiscal Year

The fiscal year of La Difference Restaurant L.L.C. shall begin on the first day of January and end on the 31st day of December.

Article XII - Meetings and Member's Vote

- The Board of Directors can meet from time to time depending on the needs of the company. The date and place will be set before any such meetings. Conference calls

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and other electronic media may be used if all the members cannot be at the same place.

- ❑ Members may be called sometimes to meet and discuss issues impacting favorably or unfavorably the future of the company. The Board of Directors will announce the date and the place of such meetings.
- ❑ An annual meeting of the members will be held each year. In that meeting, the Board members will be elected. A Board member must receive at least 75% of the vote to remain active. The Sitting Board will announce the date and the place of the annual meeting.
- ❑ A member's number of votes will be based on a formula based on his or her equity in the company. Members can assign their voting rights to a Director in the form of a proxy.

Article XIII - Contracting Debts

The General Manager, with the approval of the Board of Directors, can enter into contracts for the company. He/She can execute and deliver any commercial instruments in the name of and on behalf of the company.

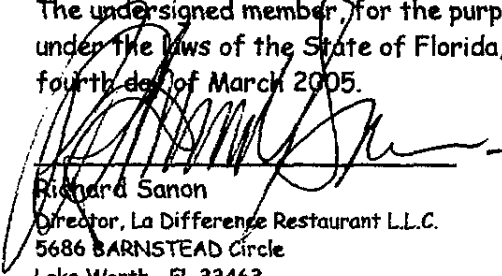
Article XIV - Directors Liabilities

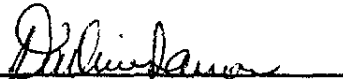
Liabilities arising from the normal course of business shall be borne by the company. Key Officers and Directors shall be indemnified for any out-of-pocket expenses and any other costs including personal defense lawyers' fees while being actively involved in the decisions of the company.

Article XV

These articles or by-laws may be altered, amended or repealed. New bylaws may be adopted at any regular or special meetings of the Board of Directors and ratified by the majority of the members.

The undersigned member, for the purpose of forming La Difference Restaurant L.L.C. under the laws of the State of Florida, has executed these articles of organization this fourth day of March 2005.


Richard Sanon
Director, La Difference Restaurant L.L.C.
5686 BARNSTEAD Circle
Lake Worth, FL 33463
(561) 279-8852


Darline Sanon
Director, La Difference Restaurant L.L.C.
5686 BARNSTEAD Circle
Lake Worth, FL 33463
(561) 279-8852