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Gerald Lopez

(Requestor's Name)

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Weston, Fl. 33324

(Address)

(City/State/Zip/Phone #)

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J. BRYAN JAN 30 2007

ARTICLES OF ORGANIZATION OF POWERSIX GROUP, 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, Florida Statute 608-Florida Limited Liability Company Act, providing for the information, 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 1 NAME AND PRINCIPAL PLACE OF BUSINESS

The name of the limited liability company shall be **POWERSIX GROUP, LLC** and its principal office and mailing address shall be located at 9710 Stirling Rd, Suite 105, Cooper City, FL 33024, County of Broward, State of Florida, but it shall have the power and authority to establish branch office at any other places as the members may designate.

ARTICLE 2 PURPOSES AND POWERS

In addition to the powers authorized by the Laws of the State of Florida for limited liability companies, the general nature of the business or businesses to be transacted, and which the limited liability company is authorized to transact, shall be as follows:

- 2.1. To Engage in any activity or business authorized under the Florida Statutes.
- 2.2. In general, to carry on any and 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 extend as a natural person might or could do.
- 2.3. 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 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 so acquired.
- 2.4. To enter into and make all necessary contracts for its business with any person, entity, partnership, association, corporation, domestic or foreign, or of any domestic or foreign state, government, or government authority, or of any political or administrative subdivision, or department, and to perform and carry out, assign, cancel or rescind any of such contracts.

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2.5. 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 and otherwise granted or permitted by law, while acting as agent, nominee, or attorney-in-fact for any persons or corporations, and perform any service under contract or otherwise for any corporation, joint stock company, association, partnership, firm, syndicate, individual, or other entity, 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, providing for the formation, rights, privileges, and immunities of limited liability companies for profit.

2.6. To do everything necessary, proper, advisable, or convenient or accomplishment of any of the purposes, of the attainment of any of the objects, or the furtherance of any of the powers set forth in these Articles, either alone or in association with other incidental or pertaining to, or going out of, or connected with its business or powers, provides the same shall not be inconsistent with the laws of the State of Florida.

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The several clauses contained in this statement of the general nature of the business or businesses to be transacted shall be construed as both purposes and powers of this limited liability company, and statements contained in each clause shall, except as otherwise expressed, be in no way limited or restricted, by reference to or inference from the terms of any other clause. They shall be regarded as independent purposes and powers.

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, under Florida laws, lawfully carry on, exercise, or do.

ARTICLE 3 EXERCISE OF POWERS

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, the members of this limited liability company. This Article may be amended from time to time in the regulations of the limited liability company by a unanimous vote of the members of the limited liability company.

ARTICLE 4 MANAGEMENT

This company shall be managed by managers and therefore is a manager-managed company. The initial managers of the company shall be three (3), to hold office until their successors have been duly elected and qualified, or until their earlier resignation, removal

from office or death. The managers are to act within the limits and capacity determined in the Operating Agreement. Their names and addresses follow:

Names and addresses

DANIEL RUTOIS	9710 Stirling Rd, Suite 105 Cooper City, FL 33024
ISAAC KATZ	9710 Stirling Rd, Suite 105 Cooper City, FL 33024
JAIME FLASTERSTEIN	9710 Stirling Rd, Suite 105 Cooper City, FL 33024

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ARTICLE 5 MEMBERSHIP RESTRICTIONS

Members shall have the right to admit new members by the consent of a majority of membership representing no less than 51%. Contributions required of new members shall be determined as of the time of admission to the limited liability company.

A member's interest in the limited liability company may not be sold or otherwise transferred except.

5.1. Sale or Encumbrance Prohibited. Except as otherwise permitted in the Operating Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively, "Transfer") an interest in the Company without the prior and unanimous written consent of all members.

5.2. Right of First Refusal. Notwithstanding Section 5.1, a Member may transfer all or any part of the Member's interest in the Company (the "Interest") as follows:

5.2.1. The Member desiring to transfer his or her Interest first must provide written notice (the "Notice") to the other Members, specifying the price and terms on which the Member is prepared to sell the Interest (the "Offer"). Such price will be determined by the principles established in the Operating Agreement.

5.2.2. For a period of 30 days after receipt of the Notice, all Members will acquire all, but not less than all, of the Interest at the price and under the terms specified in the Offer. If the Members cannot unanimously agree among themselves on the allocation of the Interest among them, the allocation will be proportional to the Ownership Interests of the Members.

5.2.3. Closing of the sale of the Interest will occur as stated in the Offer; provided, however, that the closing will be no more than 60 days after expiration of the 30-day notice period.

5.3. **Incompetence or Bankruptcy of Member.** On the adjudicated incompetence, or bankruptcy of a Member, the rest of the members will acquire the interest of the incompetent or Bankrupt Member as determined in 5.2.2.

5.4. **Death Buy Out.** Notwithstanding the foregoing provision of Section 8, the Members covenant and agree that on the death of any Member, the remaining Members by providing written notice to the estate of the deceased Member within 180 days of the death of the Member, will purchase, acquire, and redeem the Interest of the deceased Member in the Company as determined in 5.2.2.

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ARTICLE 6 CAPITAL CONTRIBUTIONS

Capital contributions in the amount of \$30,000.00 cash shall be paid to the limited liability company by the six members in the following amounts and equal proportion: Daniel Rutois \$5,000, Isaac Katz \$5,000, Jorge Kupferman 5,000, Jaime Flasterstein \$5,000, Manuel Safirsztein \$5,000 and Alex Charnicoff \$5,000. Additional contributions will be made as required for investment purposes.

ARTICLE 7 PROFITS AND LOSSES

- (a) Profit sharing. 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 as determined in the Operating Agreement. Each member shall be entitled to an equal distributive share on profits. The distributive share of the profit shall be determined and paid to the members each year on the anniversary date of the commencement date being the date of the filing of these Articles unless otherwise decided by the majority of Members.
- (b) Losses. All losses that occur in the operation of the limited liability company business shall 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 in equal shares or any other mean determined by the majority of Members.

**ARTICLE 8
DURATION**

This limited liability company shall exist perpetually until dissolved in a manner provided by law, or as provided in the regulations adopted by the members.

**ARTICLE 9
INITIAL REGISTERED OFFICE AND REGISTERED AGENT**

The office and mailing address of the initial registered office of the limited liability company is 9710 Stirling Rd, Suite 105, Cooper City, FL 33024, County of Broward, and the name of the company's initial registered agent at that address is Jaime Flasterstein.

The undersigned, being an original Member of the Limited Liability Company, certifies that this instrument constitutes the proposed Articles of Organization of **POWERSIX GROUP, LLC**. Executed by the undersigned at 9710 Stirling Rd, Suite 105, Cooper City, FL 33024.



Jaime Flasterstein, Registered Agent

Statement Designating Registered Agent and Office

State of Florida]

County of Broward]

Pursuant to the provisions to Sections 605.415 and 615.407 (1)(d) of the Florida Limited liability Company Act, the limited Liability company identified below submits the following statement in designating its registered office and registered agent in the State of Florida:

The name of the Limited Liability Company is **POWERSIX GROUP, LLC**.

The name of the registered agent for **POWERSIX GROUP, LLC** is Jaime Flasterstein, and the street and address of the company's principal office where the agent is located is 9710 Stirling Rd, Suite 105, Cooper City, FL 33024.

This statement is to acknowledge that, as indicate above, **POWERSIX GROUP, LLC** has appointed me, **Jaime Flasterstein**, as its registered agent to accept service of process for the company at the place designated above in this certificate. I accept this appointment as registered agent and agree to act in this capacity. I further agree to

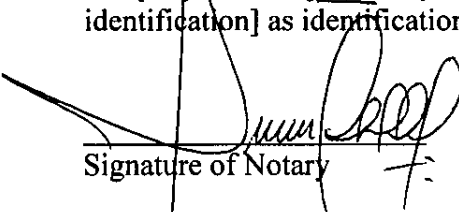
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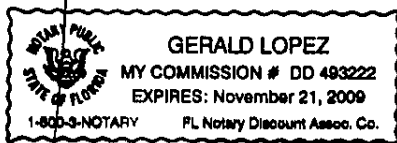
comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Date: 1/25/2007.


Jaime Flasterstein - Registered Agent

The foregoing instrument was acknowledged before me this 1/25/2007 by Jaime Flasterstein, agent on behalf of **POWERSIX GROUP, LLC**, a limited liability company. He is personally known to me or as produced _____ [type of identification] as identification.


Signature of Notary



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