

LD7000090146

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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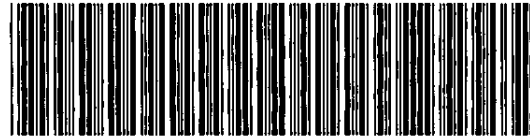
(Business Entity Name)

(Document Number)

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T. CARTER

LLC M/MGR Resign

## COVER LETTER

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** KLG Investments, L.L.C.

(Name of Limited Liability Company)

The enclosed member, resignation or dissociation and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Suzanne D. Meehle

(Contact Person)

The Meehle Law Firm, P.A.

(Firm/Company)

115 Maitland Avenue

(Address)

Altamonte Springs, FL 32701

(City/State and Zip Code)

For further information concerning this matter, please call:

Suzanne D. Meehle

at ( 407 ) 792-0790

(Name of Contact Person)

(Area Code & Daytime Telephone Number)

Enclosed please find a check made payable to the Florida Department of State for:

☒ \$25 Filing Fee

☐ \$55 Filing Fee & Certified Copy

**STREET/COURIER ADDRESS:**

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

**MAILING ADDRESS:**

Registration Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314



FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

14 OCT 14 PM 2:24

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS

**DISSOCIATION OR RESIGNATION OF MEMBER, MANAGER FROM  
FLORIDA OR FOREIGN LIMITED LIABILITY COMPANY**

(Pursuant to 605.0216, Florida Statutes)

1. The name of the limited liability company as it appears on the records of the Florida Department of State is: KLG Investments, L.L.C.

2. The Florida document/registration number assigned to this limited liability company is:  
L07000090146

3. The date this member/manager withdrew/resigned or will withdraw/resign is: Oct. 1, 2014

4. I, Lazaro Gonzalez, hereby withdraw/resign as a  
*(Print Name of Person Resigning)*

Manager

*(Print Title)*

of this limited liability company and affirm the limited liability company has been notified of my resignation in writing.

/s/ Lazaro Gonzalez

Signature of Dissociating Member or Resigning Manager

Filing Fee: \$25.00 (Required)  
Certified Copy: \$30.00 (Optional)

### **ASSIGNMENT OF UNITS**

THIS ASSIGNMENT is entered into effective the 1<sup>st</sup> day of October, 2014, (the "Effective Date") to be immediately effective by and between **KLG Investments, L.L.C.** (the "Company"), a Florida limited liability company having its principal address at 504 N. Alafaya Trail, Suite #106, Orlando, Florida 32828, **Lazaro Gonzalez** (the "Assignor"), a Florida resident having a business address at 504 N. Alafaya Trail, Suite #106, Orlando, Florida 32828, and **Kenia Gonzalez** (the "Assignee"), a Florida resident having a business address at 504 N. Alafaya Trail, Suite #106, Orlando, Florida 32828 (the parties hereafter may be referred to individually as a "Party" and collectively as the "Parties").

### **Background**

1. The Company is in the business of operating a Latin restaurant (the "Business" of the Company).
2. Assignor is the owner of 50% of the units of the Company (the "Units") and desires to transfer all of his interest in the Company to the Assignee.
3. Assignee is owner of the remaining 50% interest in the Company and desires to acquire all of Assignor's interest in the Company.

### **Terms of Agreement**

1. The Assignor hereby assigns, transfers, sets over and vests in the Assignee, and Assignee's successors and assigns, all of Assignor's right, title and interest in and to fifty thousand (50,000) Units of the limited liability company interest (the "Interest") held by the Assignor in the Company, which Interest represents fifty percent (50%) of all of the Interests in the Company. The Assignee hereby accepts all of such rights, title and interest in and to all of the Interest of the Company and to become the sole Member of the Company.
2. The Assignor hereby represents and warrants to the Assignee and the Company that Assignor is the owner of the Interest assigned hereunder; that the Interest is free and clear of any and all security interests, liens and other encumbrances; that Assignor hereby covenants that Assignor will defend the same against the lawful claims of all persons whatsoever at Assignor's expense; and that this Assignment is exempt from any and all restrictions imposed under the Operating Agreement against the transfer of Interest or that any consents required thereunder have been obtained.
3. As full consideration for the above assignment of the Units, Assignee has paid to Assignor a sum of TEN AND NO/100 DOLLARS (\$10.00), the receipt and sufficiency of which is acknowledged by all Parties.
4. Assignor hereby agrees that, for a period of two (2) years following the Effective Date, and within a ten (10) mile radius of the Business, Assignor will not, without the Company's prior written consent,

- 4.1 Directly or indirectly work for any restaurant that is competitive with the Business of the Company; or
- 4.2 solicit the employment of any employee of the Company with whom Assignor has worked during the two (2) years preceding the Effective Date of this Agreement,

except that Assignor may work directly for the Company or for Havana Bay Foods, LLC.

5. Assignee agrees to be bound by the terms of the Operating Agreement of the Company, as amended from time to time.
6. This instrument shall be binding upon the Company, the Assignor, the Assignee, and their respective heirs, successors and assigns for the uses and purposes set forth above.
7. This Agreement is made under and will be construed according to the laws of the State of Florida, without reference to the choice of law principles thereof. In any dispute arising under this Agreement, jurisdiction over the Parties shall be in any State or Federal court in Orange County, Florida.
8. This Agreement will not be assignable or transferable by either Party without the prior written consent of the other Party. This Agreement inures to the benefit of and is binding on the Parties hereto and their respective successors and assigns. All additions or modifications to this Agreement must be made in writing, with reference to this Agreement, and must be signed by all Parties. Signed facsimile and electronic copies and counterparts of this Agreement will legally bind each Party to the same extent as original documents. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portion or portions shall not be affected thereby. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and it supersedes all prior agreements or understandings of the Parties. The Parties are relying solely on the representations made in the Agreement and not upon any representations made prior to the date hereof by, but not limited to, any employee or agent of the Parties.
9. Any dispute arising under this Agreement shall be resolved through a mediation/arbitration approach. The Parties agree to select a mutually agreeable, neutral third Party to help them mediate any dispute that arises under the terms of this Agreement. Costs and fees associated with the mediation shall be shared equally by the Parties. If the mediation is unsuccessful, the Parties agree that the dispute shall be decided by a single arbitrator by binding arbitration under the rules of the American Arbitration Association in Orange County, Florida. The decision of the arbitrator shall be final and binding on the Parties and may be entered and enforced in any court of competent jurisdiction by either Party. The prevailing Party in the arbitration proceedings shall be awarded reasonable attorney fees, expert witness costs and expenses, and all other costs and expenses incurred directly or indirectly in connection with the proceedings, unless the arbitrator shall for good cause determine otherwise.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment effective as of the date first above written.

Signed, sealed and delivered in the presence of:

COMPANY:  
**KLG Investments, L.L.C., a Florida  
limited liability company**

[Signature]

By: [Signature]  
**Kenia Gonzalez, Manager**

Sharon W. Davis

ASSIGNOR:  
**Lazaro Gonzalez, a Florida resident**

[Signature]  
**Javaris Speight**

[Signature]  
**Lazaro Gonzalez, Individually**

ASSIGNEE:  
**Kenia Gonzalez, a Florida resident**

[Signature]  
**Suzanne D. Meckle**

[Signature]  
**Kenia Gonzalez, Individually**