

L08000085218

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

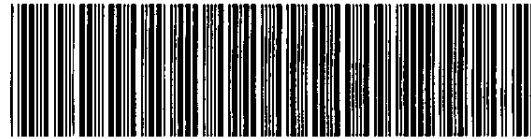
Special Instructions to Filing Officer:

Office Use Only

B. KOHR

NOV - 7 2011

EXAMINER



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FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
11 NOV - 4 PM 2:45

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Bokeme On West
(Name of Limited Liability Company)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
11 NOV -4 PM 2:45

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

Please return all correspondence concerning this matter to:

Guy Spiegelman
(Contact Person)

Guy Spiegelman atty
(Firm/Company)

19 W Flagler St #912
(Address)

Miami, FL 33130
(City/State and Zip Code)

For further information concerning this matter, please call:

Guy Spiegelman at (305) 373 6634
(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
DIVISION OF CORPORATIONS
11 NOV -4 PM 2:45

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

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

1. The name of the limited liability company as it appears on the records of the Florida Department of State is: Bohane on West LLC

2. This limited liability company was organized under the laws of:

State of Florida

3. The Florida document/registration number of this limited liability company is:

263309731 L08000085218.

4. I, Lidia Refae, hereby resign as a Member
(Print Name of Person Resigning) (Print Title)


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



Signature of Resigning Member, Managing Member or Manager

F1 RL# 1760-526-81-831-0 X-9/21/18

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


NOTARY PUBLIC STATE OF FLORIDA
Daisy J. Tarafa
Commission # EE053353
Expires: JAN. 05, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

GENERAL RELEASE AND INDEMNIFICATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that EDIT MEURRENS and BOHEME ON WEST, LLC., collectively parties of the first part, for an in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, to said party in hand paid by LIDIA PEFAUR, party of the second part, receipt whereof is hereby acknowledged, have hereby released, acquitted and discharged and by these presents does hereby release, acquit and forever discharge, LIDIA PEFAUR (hereinafter collectively referred to as the "Releasee"), her heirs, executors, administrators, successors, assigns, employees, agents, representatives, and all other related persons, partnerships, firms or corporations of and from any and all actions, claims causes of action, damages, or demands in whatever name or nature in any manner arisen, arising or to grow out of any and all transactions or other matters between them jointly and severally and the party of the first part from the beginning of the world to the date hereof.

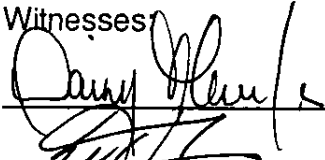
FURTHER, the party of the first part agrees to defend, indemnify and hold harmless the Releasee from and against any and all actions, causes of action, losses or damages of whatever kind, including, without limitation, reasonable attorneys' fees and costs in arbitration and at the pre-trial, trial and appellate levels, which the Releasee may suffer by reason of: (a) any claim made against any of the Releasee relating to labor services, materials or equipment furnished by or through the parties of the first part, or (b) any breach of any representation or warranty made by the parties of the first part to the Releasee, including the representations and warranties included herein, or any misrepresentation or omission made to the Releasee by the parties of the first part.

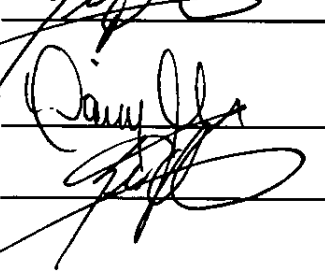
THE UNDERSIGNED further declares and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

THE UNDERSIGNED HAS READ THE FOREGOING GENERAL RELEASE OF ALL CLAIMS EXCEPT FOR THE AFORESAID PROMISSORY NOTE AND FULLY UNDERSTAND IT.

Signed, sealed, and delivered this 31 day of October, 2011

Witnesses:







EDIT MEURRENS



BOHEME ON WEST, LLC.

EQUITY EXCHANGE AGREEMENT

THIS AGREEMENT is made and entered into as of this 31 day of Oct, 2011, by and between **EDIT MEURRENS** "Buyer" and **LIDIA PEFAUR** "Seller".

RECITALS:

WHEREAS, **BOHEME ON WEST, LLC.**, is a Florida limited liability company, that owns and operates **BOHEME**, 959 West Avenue # 5, Miami Beach, Florida 33139; and

WHEREAS, **EDIT MEURRENS**, is desirous of purchasing all of the member interests of **LIDIA PEFAUR** of **BOHEME ON WEST, LLC.** and **LIDIA PEFAUR** is desirous of selling all of her interests in **BOHEME ON WEST, LLC.**;

NOW, THEREFORE, in consideration of the premises and respective mutual covenants, agreements and representations herein contained, the parties agree as follows:

ARTICLE I

THE PURCHASE PRICE

Section 1.01. The purchase price to be paid by **EDIT MEURRENS** to **LIDIA PEFAUR** in consideration for purchasing all of their interests in **BOHEME ON WEST, LLC.**, shall be Ten Dollars & 00/100 (\$10.00), to be upon execution of this Agreement. :

EDIT MEURRENS acknowledges that the purchase price is for all of **LIDIA PEFAUR'S** member interest as a block and is not calculated on any pro rata basis; and

ARTICLE II

DISMISSAL AND RELEASE

Section 2.01. Dismissal. Upon execution of this agreement **LIDIA PEFAUR** shall resign as an officer and director of **BOHEME ON WEST, LLC.**

Section 2.02. Release and Indemnity. The Company, **BOHEME ON WEST, LLC.** and **EDIT MEURRENS** hereby agree to Release and Indemnify **LIDIA PEFAUR** from any and all liability arising from **LIDIA PEFAUR'S** interest owned in **BOHEME ON WEST, LLC.** having been an officer and director of the Company. Attached hereto is a copy of the Release and Indemnity Agreement.

ARTICLE III

DEFAULT

Section 3.01. Default. The parties herein acknowledge and agree that the failure of either party to sell and transfer their respective interests and shares, and/or either parties failure to complete the purchase of the respective parties interest and/or shares could cause irreparable injury to the parties and to the business of the Company and that the remedies at law for such failure would be inadequate. The parties further agree that, in addition to and not in limitation of any other rights or remedies available at law or in equity, the parties shall each be entitled to enforce the terms of this Agreement by a decree of specific performance and shall be entitled to temporary and permanent injunctive relief to restrain any violation or threatened violation of the terms of this Agreement without the necessity of proving actual damages.

ARTICLE IV

HOLD HARMLESS

EDIT MEURRENS shall indemnify and hold harmless **LIDIA PEFAUR** for any and all claims, loss, damages or expenses of any kind, including but not limited to any beaches of contracts arising out of the ownership of **BOHEME ON WEST, LLC.**

ARTICLE V

MISCELLANEOUS

Section 5.01. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 5.02. Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be mailed to the party to whom notice is to be given, by facsimile, by personal delivery, or by first class mail, registered or certified, return receipt requested, postage prepaid, and properly addressed as follows (in which case such notices shall be deemed to have been duly given on the third (3rd) day following the date of such mailing):

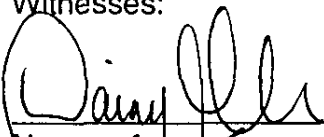
If to **BOHEME ON WEST, LLC.** Edit Meurrens
959 West Avenue, # 5
Miami Beach, Florida 33139

If to **LIDIA PEFAUR** Lidia Pefaur
2137 S.W. 23 Terrace
Miami, Florida 33145

Section 5.03. Entire Agreement. This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous Agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not singular, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by each party making the waiver.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day
and year first above set forward.

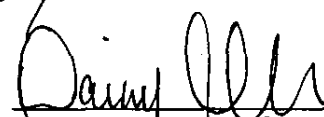
Witnesses:



Name



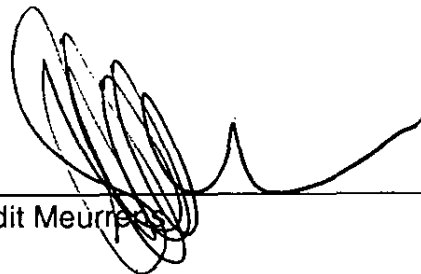
Name



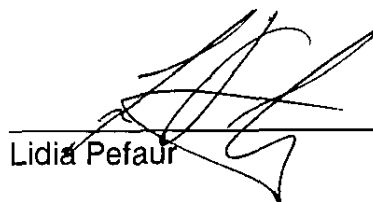
Name



Name



Edit Meurrens



Lidia Pefaur