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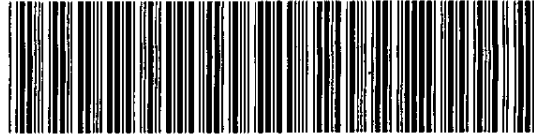
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

M. THOMAS  
FEB - 6 2009  
EXAMINER

• **GEORGE G. PAPPAS P.A.**

*Attorneys and Counselors at Law*

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1822 North Belcher Road, Suite 200, Clearwater, Florida 33765

Telephone 727-447-4999

Facsimile 727-447-4989

Attorneys:

George G. Pappas

Jason M. Tarokh \*

*\*also licensed in S. Carolina*

February 3, 2009

Department of State  
Division of Corporations  
Corporate Filings  
Post Office Box 6327  
Tallahassee, Florida 32314

RE: Florida Restaurant Purchasing Group, LLC

I enclose for filing Articles of Organization of Florida Restaurant Purchasing Group, together with filing fee in the amount of \$125.00.

Sincerely,

*By Miriam Healy*  
*Assistant*

George G. Pappas  
GGP/mlh  
Enclosure

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**ARTICLES OF ORGANIZATION  
OF  
FLORIDA RESTAURANT PURCHASING 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, 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 - NAME AND PRINCIPAL PLACE OF BUSINESS**

The name of the limited liability company shall be Florida Restaurant Purchasing Group, LLC, and its principal office shall be located at 3101 Downing Street in the City of Clearwater, County of Pinellas, State of Florida, but it shall have the power and authority to establish branch offices at any other place or places as the members may designate.

**ARTICLE II - 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:

1. To engage in any activity or business within the continental boundaries of the USA and authorized under and pursuant to the laws of the state where such activity or business is being performed or operated.

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 where authorized to do business, and to do any and all things set forth in these Articles to the same extent as a natural person might or could do.

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, specifically, to act for the mutual benefit and on behalf of independent diner and restaurant owners that are associated and members of the company with regard to favorable contractual arrangements with suppliers, jobbers, and manufacturers of goods, supplies and product used within the restaurant industry.

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 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.

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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.

6. 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 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.

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 III - 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 Executive Committee of this limited liability company. This Article may be amended from time to time in the regulations of the limited liability company by a two-thirds vote of the Class A Members of the limited liability company.

### ARTICLE IV - MANAGEMENT

This limited liability company shall be managed by one (1) manager. The name and address of the initial manager who shall serve until a successor is elected and qualified is as follows: Food Service Links, Inc., a Florida corporation, whose principal and mailing address is 13255-88<sup>th</sup> Place, Seminole, FL 33776.

### ARTICLE V - MEMBERSHIP CLASSES

There shall be two classes of membership, a Class A and a Class B membership.

1. CLASS A. Class A Members shall be equity members comprised of those members that are members of the Florida Restaurant Purchasing Group, Inc. as of November 1,

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2008, and such new members, who have paid an initial membership fee, and complied with such other requirements, as determined, from time to time, by the Executive Committee. Class A Members shall be entitled to a vote in all operating or administrative matters requiring the vote of the limited liability company's membership, and to have an equity ownership interest and receive distributions of the Company's profits, in addition to such distributions received pursuant to their participation in the buying programs offered by the Company, as is set forth in the Operating Agreement adopted in accordance with these Articles and the law of the State of Florida.

2. CLASS B. Class B Members shall be non-equity members comprised of those members that are members of the Florida Restaurant Purchasing Group, Inc. as of November 1, 2008, who do not exercise their entitlement to become a Class A Member, and such new members, who have paid an initial membership fee, and complied with such other requirements as determined, from time to time, by the Executive Committee. Class B members shall be entitled to receive distributions pursuant to their participation in the buying programs offered by the Company, as is set forth in the Operating Agreement adopted in accordance with these Articles and the law of Florida. Class B Members shall not be entitled to vote on any issue regarding the operation and business of the limited liability company that requires the vote of the company's membership, as herein reserved to Class A Members.

#### ARTICLE VI - MEMBERSHIP RESTRICTIONS

The Manager shall admit new members, either Class A or Class B, upon guidelines established by the Executive Committee comprised of the President, Vice President, Secretary and Treasurer of the company, elected by Class A Members by majority vote at a meeting wherein a quorum of Class A Members are present, called and held after proper notice is given. The Executive Committee shall determine the entitlement of all applicants, whether individuals, or legal entities authorized to do business in the state of authorized operations, to become either a Class A or a Class B Member of the company who own and/or operate a restaurant within that state. Initial contributions required of new members, whether Class A or Class B, shall be determined from time to time by the Executive Committee.

A member's (Class A or Class B) interest in the limited liability company may not be sold or otherwise transferred. On the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a Class A Member, or the occurrence of any other event that terminates the continued membership of a Class A Member in the limited liability company, the remaining members shall continue the business of the limited liability company unless, by a two thirds vote of the remaining Class A Members, it is determined to dissolve the company.

#### ARTICLE VII - CAPITAL CONTRIBUTIONS

(a) Initial capital contributions in an amount to be paid by either Class A or Class B Members at the time of their initial membership in the limited liability company shall be established, from time to time, by the Executive Committee formed pursuant to the Operating Agreement of the limited liability company. Additional contributions by the

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Class A membership will be made as required for investment purposes, as determined by unanimous consent of the Class A Members. Class A Members will make any additional contributions in equal amounts based upon their membership share.

(b) Members in good standing in Florida Restaurant Purchasing Group, Inc., a Florida Not-For-Profit corporation as of November 1, 2008, who desire to become a Class A Member of this company, shall become a Class A Member, maintaining their capital account established in the Not-For-Profit corporation upon the payment of the initial capital contribution established by the Executive Committee and acceptance of the terms and provisions of the Operating Agreement of the company by their execution of same.

#### ARTICLE VIII - PROFITS AND LOSSES

(a) Profit Sharing. The Class A Members, based on the number of their membership share, 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, and distribution of the Class A and Class B Members proportionate share of the moneys received by the limited liability company from the vendors and suppliers of goods, services and products utilized by the members in the operation of their businesses. Each membership share shall be entitled to an equal distributive share of the profits. The proportionate and distributive share of the profits shall be determined and paid to the Class A Members at such times as determined by the Executive Committee, but no less than annually.

(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 Class A Members in equal shares based on the member's number of membership shares.

#### ARTICLE IX - DURATION

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

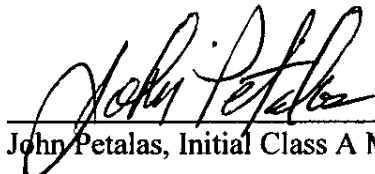
#### ARTICLE X - INITIAL REGISTERED OFFICE AND REGISTERED AGENT

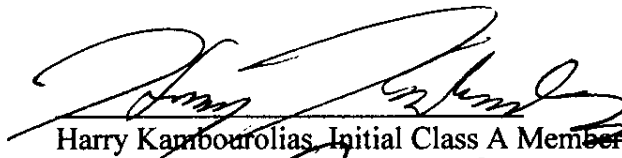
The address of the initial registered office of the limited liability company is 1822 N. Belcher Road, Suite 200, City of Clearwater, County of Pinellas, State of Florida, and the name of the company's initial registered agent at that address is George G. Pappas, Esq.

The undersigned, being the original Class A Members of the limited liability company, certify that this instrument constitutes the proposed Articles of Organization of Florida Restaurant Purchasing Group, L.L.C.


Executed by the undersigned in Clearwater, Pinellas County, Florida on this 2 day of Feb, 2009.

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John Petalas, Initial Class A Member

  
Harry Kambourolias, Initial Class A Member

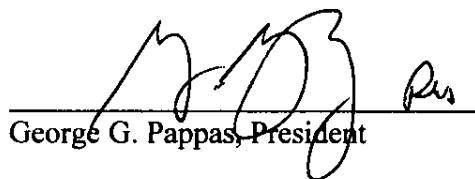
  
Peter Retsos, Class A Member

  
Nick Intzes, Initial Class A Member

ACCEPTANCE BY REGISTERED AGENT

George G. Pappas, P.A. does hereby accept the designation of Registered Agent and states that he is familiar with, and accepts, the obligations provided for in section 607.325, Florida Statutes.

Dated this 2 day of Feb, 2009

  
George G. Pappas, President

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