

L14 000131030

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

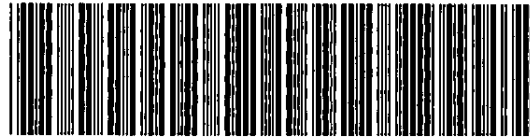
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



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## **Cover Letter - Instructions**

**Dear Florida Department of State,**

Please file these Articles of Organization.

Please return a Certified Copy of the Articles of Organization.

**Name of Entity:** ZENITH AUDET LLC

### **Requested Services:**

Filing of Documents (ZENITH AUDET LLC)

Certified Copy (Articles of Organization)

Check is enclosed

### **Shipping Instructions:**

Please return the Certified Copy of the *Articles of Organization* to (Shipping label is enclosed):

6538 Collins Avenue  
Suite 286  
Miami Beach, FL 33141

SECRETARY OF STATE  
State of Florida  
Division of Corporations  
Tallahassee, FL 32399

**ARTICLES of ORGANIZATION**

**of**

**ZENITH AUDET LLC**

**ARTICLE I - Name:**

The name of the limited liability company is:

ZENITH AUDET LLC

**ARTICLE II - Mailing and Street Address:**

6538 Collins Av. #286  
Miami Beach, FL 33141

**ARTICLE III - Name and street address of the Registered Agent:**

The name of the registered agent and the street address in Florida is:

Apex Corporate Services LLC  
320 85<sup>th</sup> St #14  
Miami Beach, FL 33141

*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 605, F.S.*



Registered Agent's Signature

#### **ARTICLE IV – Management:**

The Company shall be managed by a manager or managers who shall be elected annually by the members in the manner prescribed by the Operating Agreement of the Company. The manager or managers shall have the right and authority to incur any debt, obligation or liability on behalf of and in the name of the Company. The manager or managers shall also hold the offices and have the responsibilities accorded to them by the members as set out in the Operating Agreement. The number of managers of the Company may be increased or decreased from time to time as may be determined by the vote of the members of the Company.

#### **ARTICLE V – Management:**

The name and address of the initial manager of the Company who shall serve as the manager of the Company until the first annual meeting of the member or until such manager's successor is elected and duly qualified, is as follows:

**MGR:** ROBERTO CARLOS ANDRADE DE ABREU  
Rua Edison 1172, apt. 171  
Sao Paulo, SP 04618-035  
Brazil

#### **ARTICLE VI – Continuity:**

On the death, retirement, resignation, expulsion, bankruptcy or dissolution of a member or on the occurrence of any other event which terminates the continued membership of a member in the limited liability company, the remaining members of the limited liability company shall have the right to continue the business of the limited liability company.

#### **ARTICLE VII – Indemnification:**

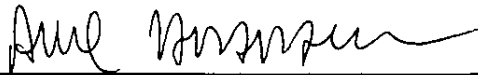
The Company will indemnify an individual made party to a proceeding because he is or was a manager, officer, or organizer, employee or agent of the Company against liability incurred in the proceeding if:

1. He conducted himself in good faith;
2. He reasonably believed that his conduct was in or at least not opposed to the Company's interest; and
3. In the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful.

The indemnification and advance of expenses authorized in these articles will not be exclusive to any other rights to which any manager, officer, organizer, employee or agent may be entitled under any bylaw, agreement, or vote of members, disinterested managers or otherwise.

In addition to the foregoing, the Company will indemnify and save the organizers harmless for all acts taken by them as organizers of the Company, and will pay all costs and expenses incurred by or imposed on them as a result of the same, including compensation based on the usual charges for expenditures required of them in pursuit of the defense against account enforcing the indemnification right under these articles, and the Company releases them from all liability for any such act as organizers not involving willful or grossly negligent misconduct.

Signed on August 15<sup>th</sup>, 2014.



Alex Hlavacek, authorized representative of the member

(In accordance with section 605.0203 (1) (b), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true).

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