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Page: 2

17/2016

Division of Corporations

Florida Department of State

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**FLORIDA LIMITED LIABILITY CO.
BE & FAFAR, LLC**

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ARTICLES OF ORGANIZATION

For a Domestic Limited Liability Company.

STATE OF FLORIDA
TALLAHASSEE, FLORIDA

Pursuant to the laws of the State of Florida, to wit Chapter 605, Florida Statutes, the undersigned executes the following articles for purposes of forming a limited liability company described in Article I, below, (the "Company").

ARTICLE I

The name of the limited liability company is
BE & FAFAR, LLC.

ARTICLE II

The principal office will be located at
6152 Dogleg Drive
Naples, FL 34113

The mailing address is
P. O. Box 1276
Marco Island, FL 34146

ARTICLE III

The initial registered agent is
RT Corporate Services LLC, a Florida limited
liability company

Service of process may be made on the registered
agent at
Islander Center
2407 Periwinkle Way, Suite 6
Sanibel, Florida 33957

ARTICLE IV

The Company may engage in any activity the
Florida Limited Liability Company Act permits, as
well as the other laws of the State of Florida,
subject always to limitations of all other
jurisdictions in which the Company acts when
acting within those jurisdictions.

ARTICLE V

This article controls all contradictory provisions
of the other articles, if any. The Company may
adopt an operating agreement that conforms to
these articles by unanimous consent of the
Company's members at the time of adoption
("Operating Agreement"). The Operating
Agreement may not contravene any of these
articles. Each Operating Agreement section,

subsection or paragraph that cannot reasonably
be construed to conform to these articles is
stricken as if it had never been adopted into the
Operating Agreement so that the Operating
Agreement does not contravene these articles.
The Operating Agreement may address matters
these articles do not specifically preclude, and the
members may amend the Operating Agreement
according to the Operating Agreement's terms.

No reference in these articles to the members'
rights to incorporate or provide for certain rights,
duties, preferences, limitations, conditions,
elections or other clauses in the Operating
Agreement (by phrases like "as otherwise
provided in the Operating Agreement", "as
expressed in the Operating Agreement," or "in
accordance with the Operating Agreement")
allows any of those clauses to otherwise
contravene any of these articles or the Florida
Limited Liability Company Act ("Governing
Documents" refers to the Florida Limited
Liability Company Act, these articles, and the
Operating Agreement, collectively).

ARTICLE VI

Upon the majority vote, or written, affirmative
consent, of all of the Company's members, the
members will appoint at least 1, but no more than
2, corporeal persons to direct the Company's
activities in accordance with the Governing
Documents (each a "Manager"). The
Company's members may remove any Manager
at any time in accordance with the Governing
Documents. The Company's members may be
(or may become) Manager's (and vice versa). No
Manager has any rights other than those
expressly stated in (or allowed by) the
Governing Documents, unless a particular
Manager is also a member or also holds another
office related to the Company, but those rights or
preferences only relate to the Manager strictly in

those capacities.

ARTICLE VII

The **Company's** membership interests may be limited in that all membership interests, including every right in or to the membership interests, may be subject to the **Company's** or the members' rights of first refusal if expressed in the **Governing Documents**.

Pursuant to any offering the **Company** makes, each member will have preemptive rights to purchase membership interests in cash pro rata based on the member's membership interest in proportion to the collective membership interests of all the members prior to the offering, except when admitting new members by unanimous vote.

Members may not separately alienate rights contained within membership interests, except as expressed in the **Operating Agreement**.

The members, by a unanimous vote, may include mandatory cash call provisions in the **Operating Agreement**.

The membership interests will have no other limitations other than those specifically mandated by the *Florida Limited Liability Company Act* or as expressed in these articles or the **Operating Agreement**.

ARTICLE VIII

The **Company** will exist in perpetuity unless dissolved pursuant to the *Florida Limited Liability Company Act* or as expressed in the **Operating Agreement**.

ARTICLE IX

The **Company** will clearly stamp all documents evidencing the **Company's** membership interests with legends indicating that the membership interests are issued subject to certain restrictions

on transferability as stated in these articles or the **Operating Agreement**, in reliance upon the existence of certain exemptions from federal and state securities laws, and with other rights, limitations, preferences and elections as expressed in these articles or the **Operating Agreement**.

ARTICLE X

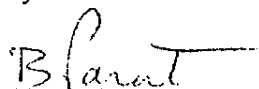
The **Company's** existing members may admit additional members to the **Company** upon the written consent of the members representing a majority of the **Company's** membership interests.

ARTICLE XI

The **Company's** members may amend, supersede or repeal these articles, but only upon the unanimous vote, or written, affirmative consent, of all of the members, except that members may amend, supersede or repeal Article II or Article III upon the majority vote, or written, affirmative consent, of all of the members. The **Company's** managers may not amend, supersede or repeal any of these articles.

ACKNOWLEDGMENT

Except to the extent I have done so in writing and with knowledge, I, the **Company's** authorized representative, execute these articles on this day without personally assuming or ratifying any contracts or promises made on the **Company's** behalf by any person or entity prior to this date, if any.



Behroz Parastaran, Co-Trustee

11 February 2016

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**ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT OF
BE & FAFAR, LLC**

The undersigned hereby accepts the appointment as registered agent as designated in the attached articles. The undersigned is familiar with and accepts the obligations mandated by *Chapter 605, Florida Statutes* that are associated with the appointment.

RT Corporate Services LLC
a Florida limited liability company

By: *Anthony J. Dimora*
Anthony J. Dimora, its Manager
11 February 2016

State of Florida)
)
County of Collier)

I hereby certify that before me, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Anthony J. Dimora, Manager of RT Corporate Services LLC, on behalf of RT Corporate Services LLC, and he is known to me to be the person who executed this Acceptance of Appointment as Registered Agent.

Witness my hand and official seal this 11th day of February 2016.

Robin L. Marella
Notary:



ROBIN L. MARETTA
MY COMMISSION # EE 216474
EXPIRES: November 15, 2016
Bonded Time Budget Notary Services

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BE & FAFAR, LLC

The initial **Managers** of the limited liability company named above are:

Behroz Parastaran, Co-Trustee of the Revocable Trust of Behroz Parastaran dated December 29, 2015

Frough Hassanpoor, Co-Trustee of the Revocable Trust of Frough Hassanpoor dated December 29, 2015

Frough Hassanpoor, Co-Trustee of the Revocable Trust of Behroz Parastaran dated December 29, 2015

Behroz Parastaran, Co-Trustee of the Revocable Trust of Frough Hassanpoor dated December 29, 2015

In accordance with the *Florida Limited Liability Company Act*, the limited liability company's articles of organization, and the limited liability company's operating agreement, these initial **Managers** may be removed from office and other persons may be appointed as **Managers**.

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RHODES TUCKER

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