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**FLORIDA LIMITED LIABILITY CO.  
ELITE CULINARY SOLUTIONS, LLC.**

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**ARTICLES OF ORGANIZATION  
OF  
ELITE CULINARY SOLUTIONS, LLC,  
a Florida limited liability company**

Pursuant to the provisions of Section 605, Florida Statutes, this Florida profit limited liability company adopts the following Articles of Organization:

**ARTICLE I**

The name of the limited liability company is **ELITE CULINARY SOLUTIONS, LLC**.

**ARTICLE II**

The period of existence of the limited liability company shall be perpetual, commencing on the date the original Articles were filed.

**ARTICLE III**

The mailing address and street address of the principal office of this limited liability company are:

Street Address

14359 Miramar Parkway  
Unit 312  
Miramar, Florida 33027

Mailing Address

14359 Miramar Parkway  
Unit 312  
Miramar, Florida 33027

**ARTICLE IV**

The name and address of the registered agent is:

Registered Agent

Florida Consumer Law Group, P.A.

Address of Registered Office

500 S. Dixie Highway, Suite 304  
Coral Gables, Florida 33146

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## ARTICLE V

The Operating Agreement of the limited liability company (hereinafter the "Company") contains provisions regarding:

1. The nature of the business to be transacted or the purposes to be promoted or carried out by the Company, which shall be to own, operate, manage, develop, and to otherwise undertake such activities as are determined by the Company with respect to its investments, development and management of its assets and the personal property of the Company which is located at its principal place of business or is used in connection therewith, and all business of the Company relating thereto, and for no other purpose whatsoever. If the Operating Agreement is silent as to the nature of the business to be transacted or the purposes to be promoted or carried out by the Company, then the purpose of the Company is to engage in one or more businesses and/or to invest and reinvest its assets, and, accordingly, no distribution would be contemplated. Furthermore, notwithstanding the foregoing, the Managers and Members owning at least One Hundred percent (100%) of the Member Interests of the Company may consent to a distribution, and all distributions shall be in the form as agreed to in the Operating Agreement of the Company unless the Managers and Members owning at least One Hundred percent (100%) of the Member Interests of the Company consent otherwise.

2. The rights of the Members to admit additional Members and the terms and conditions of the admissions. If the Operating Agreement is silent as to the admission of additional Members, then the Members of the Company shall be permitted to admit additional members upon approval of Members owning One Hundred percent (100%) of the outstanding Membership Interests of the Company. In such event, the terms and conditions required of new Members shall be determined at that time by a vote of the Members owning One Hundred percent (100%) of the outstanding Membership Interests of the Company. A Member's Interest in the Company may not be sold or otherwise transferred except upon the approval of Members owning at least One Hundred Percent (100%) of the Membership Interests of the Company.

3. The rights of the Members to withdrawal and the terms and conditions of the withdrawals. If the Operating Agreement is silent as to the aforementioned

withdrawal of Members, then the Members of the Company shall have the right to withdraw as a member with (i) six (6) month's prior written notice, and (ii) with the consent of Members owning at least One Hundred percent (100%) of the Membership Interest of the Company. Likewise, there shall be no return of all or a portion of the contributed capital without consent of Members owning at least One Hundred percent (100%) of the Membership Interests of the Company.

4. The rights of the remaining members of this Company to continue the business of this Company on the death, retirement, resignation, expulsion, bankruptcy or dissolution of a member, and any other event which may terminate the continued membership in this Company. If the Operating Agreement is silent as the aforementioned, then the remaining members of the Company shall have the right to continue the business of the Company upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a Member or the occurrence of any other event which terminates the continued membership of a Member of the Company, upon the approval of any one (1) Member.

#### **ARTICLE VI**

The management of the Company is to be reserved to a Manager Member, more specifically, Luis Parge, having an address at 500 S. Dixie Highway, Suite 302, Coral Gables, Florida 33146 (the "Managing Member").

#### **ARTICLE VII**

The Interests of the current Members shall be evidenced by Certificates, which shall be issued by the corporation reflecting the percentage interest held by the Members and shall represent the total Membership Interests of the Company owned by the Members (referred to throughout as "Membership Interests").

#### ARTICLE VIII

The Manager shall hold those offices and have those responsibilities accorded to them by the members of the Company, as set forth in the Operating Agreement of the Company.

#### ARTICLE IX

The Interests of the current Members shall be evidenced by Certificates, which shall be issued by the corporation reflecting the percentage interest held by the Members and shall represent the total Membership Interests of the Company owned by the Members (referred to throughout as "Membership Interests").

#### ARTICLE X

The Manager Member shall hold those offices and have those responsibilities accorded to them by the Members of the Company, as set forth in the Operating Agreement of the Company.

#### ARTICLE XI

The Operating Agreement between the Manager Member and the Company shall be adopted by the Members. Thereafter, the power to alter, amend, or repeal the Operating Agreement shall be vested in the Members of the Company in the manner set forth in the Operating Agreement; provided, however, that the consent of the Manager Member shall be required before any amendment, alteration or repeal of the Operating Agreement.

IN WITNESS WHEREOF, the undersigned has executed these Articles or Organization this 5<sup>th</sup> day of February, 2019, at Coral Gables, Florida.

*Kevin L. Deeb*

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Kevin L. Deeb, Authorized Agent

**CERTIFICATE OF ACCEPTANCE AS REGISTERED AGENT  
OF  
ELITE CULINARY SOLUTIONS, LLC**

Pursuant to Chapter 608 of the Florida Limited Liability Company Act, the following is submitted in compliance with said Act:

*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 608, F.S.*

Dated this 5<sup>th</sup> day of February, 2018.

**FLORIDA CONSUMER LAW GROUP, P.A.**

By: Kevin L. Deeb  
Kevin L. Deeb, President  
Registered Agent's Signature

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