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**DATE:** 3/10/2023

**NAME:** FLAMINGO INTERNATIONAL HOLDING LLC

**TYPE OF FILING:** ARTICLES

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**ACCOUNT:** FCA000000015

**AUTHORIZATION:** ABBIE/PAUL HODGE



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**ARTICLES OF ORGANIZATION**  
**OF**  
**FLAMINGO INTERNATIONAL HOLDINGS LLC**

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The undersigned, an authorized natural person, for the purpose of forming a Limited Liability Company, under the provisions and subject to the requirements of Chapter 608, Florida Statutes, hereby certifies that:

1. The name of the Limited Liability Company is **Flamingo International Holdings LLC**.
2. The mailing address and street address of the principal office of the Limited Liability Company is: 3050 Indiana St. Coconut Grove, FL, 33133 USA
3. The name and Florida street address of the Registered Agent and Registered Office are:  
**National Registered Agents, Inc., 1200 South Pine Island Road, Plantation, FL 33324.**

*Having been named as registered agent and appointed 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 confirm am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S.*



\_\_\_\_\_  
Catherine Botticelli, Assistant Secretary of NRAI

4. The Limited Liability Company is to be managed by one or more managers who may or may not be members of the Company.
5. The limited liability company will be organized for any and all purposes permitted under Florida law, more specifically to engage, without being limited to, in the following activities:
  - (i) Trade in any kind of products and commodities, especially commodities related to building, constructions, home appliances and furnishings;
  - (ii) Purchase, take on lease or hire, acquire by way of bid in auction, public tender accept by way of gift, assignment or exchange or otherwise, acquire or possess any rights including rights of use, as well as hold worldwide any movable and

immovable property of any kind or nature, any rights or interests therein or on such property, with or without restrictions, either alone or jointly with others; for this purpose, to control, manage, exploit, sell, repair, maintain, exchange, mortgage, charge, demolish, trade, obtain or assign rights or licenses of any nature on such movable or immovable property or rights or interests as aforesaid; without prejudice to the above mentioned, to erect, maintain, convert, repair, furnish, adapt, manage, construct and demolish offices, houses, buildings, hotels, warehouses, stores, malls, factories and premises or buildings and installations of any kind, either alone or jointly with others; for any purposes related to the aforementioned, to purchase, possess, acquire rights thereon, grant guarantees by way of mortgage or otherwise, enter into construction agreements with other parties as subcontractors or partners against any consideration in cash or kind or otherwise and to exploit, maintain and repair any machinery of any kind and of any nature;

- (iii) Provision of introduction services to parties involved in any type of trade or business, especially in the trade of building materials and construction business;
- (iv) Provision of consulting services and advisory services regarding constructions, decorations, commercial operations, real estate development and building, including undertaking of feasibility studies, business plans and license applications and processing, especially licenses related to building, development and renovations;
- (v) Provision of marketing support & management services regarding development of business worldwide, including brokerage services in relation to property transaction, leases or other forms of commercial exploration of property development financing;
- (vi) Provision of introduction services to parties involved in any type of trade or business, especially in the trade of building materials and construction business.
- (vii) Opening of branches or participating in any other corporate entities of any legal form or joint ventures worldwide for any purpose, any amount and any duration as the Company manager(s) may decide; establishing and maintaining branches or subsidiaries or permanent establishments of any legal form in any third jurisdiction, which shall qualify to operate fully under the laws of such jurisdictions, enjoying all rights of locally established entities and all rights provided by any existing bilateral treaties between the USA and that jurisdiction;
- (viii) Opening and maintaining one or more trading or investment corporate bank accounts worldwide;
- (ix) Engaging into business cooperation agreements of any nature, under the laws of any jurisdiction, with legal entities or physical persons worldwide, including agreements for the appointment of commercial representatives.

7. The company shall, to the fullest extent legally permissible, indemnify and hold harmless any and all persons whom it shall have power to indemnify from and against any and all liabilities (including expenses) imposed upon or reasonably incurred by him in connection with any action, suit or other proceeding in which he may be involved or with which he may be threatened, or other matters referred to in or covered by said provisions both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, member or officer of the company. Such indemnification provided shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, Operating Agreement or other Agreement or Resolution adopted by the shareholders entitled to vote thereon after notice.

In addition, the personal liability of all of the managers and members of the Company is hereby eliminated to the fullest extent allowed by law.

8. The meetings of the managers and of the members of the Company may be held in any State or any jurisdiction worldwide or by electronic means as the notice for any such meeting may indicate or, if the meeting is held with 100% quorum, at any place or by electronic means if unanimously agreed so by the managers or members in attendance.
9. The period of duration for the Limited Liability Company is perpetual.

The undersigned represents that he is authorized to sign this Certificate on behalf of the members of the Limited Liability Company and that the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated therein are true.

Signature:



Daniel Steigert, Organizer

Date: March 9, 2023

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