

PLEASE READ ALL INSTRUCTIONS BEFORE COMPLETING THIS FORM.

**CORPORATION  
REINSTATEMENT**



FLORIDA DEPARTMENT OF STATE  
Secretary of State  
DIVISION OF CORPORATIONS

04 MAR 24 AM 11:44

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

DOCUMENT # P02000060224

**1. Corporation Name**

LE ROCHER RESTAURANT, INC

**2. Principal Office Address**

3516 West Broward BLVD

Suite, Apt. #, etc.

City & State

FT. Lauderdale, FL

Zip

33311

Country

USA

**3. Mailing Office Address**

3516 West Broward BLVD

Suite, Apt. #, etc.

City & State

FT. Lauderdale, FL

Zip

33311

Country

USA

**REINSTATEMENT 07-04**

**4. Date Incorporated or Qualified**

To Do Business in Florida 05/31/02

**5. FEI Number**

20-0862674

Applied For

Not Applicable

**6. CERTIFICATE OF STATUS DESIRED** ☐

\$8.75 Additional Fee required  
for a Certificate of Status

**7. Name and Address of Current Registered Agent**

Name

Cheri Wilson

Street Address (P.O. Box Number is Not Acceptable)

1601 N. Andrews Avenue

Suite, Apt. #, Etc.

City

Wilton Manors

State

FL

Zip Code

33311

**8. I, being appointed the registered agent of the above named corporation, am familiar with and accept the obligations of section 607.0505 or 617.0503, F.S.**

Signature of  
Registered Agent

*Cheri Wilson*

Date 03/16/04

REGISTERED AGENT MUST SIGN

**9. Names and Street Addresses of Each Officer and/or Director (Florida nonprofit corporations must list at least 3 directors)**

Titles	Name of Officers and/or Directors	Street Address of Each Officer and/or Director	City / State / Zip
D	Cheri Wilson	1601 N. Andrews Avenue	Wilton Manors, FL 33311
D	Jean C. Juste	580 N.E. 127th St #20	North Miami, FL 33161

**10. I certify that I am an officer or director or the receiver or trustee empowered to execute this application as provided for in chapter 607 or 617, F.S. I further certify that when filing this reinstatement application, the reason for dissolution has been eliminated, the corporate name satisfies the requirements of section 607.0401 or 617.0401, F.S., that all fees owed by the corporation have been paid and the names of individuals listed on this form do not qualify for an exemption under section 119.07(3)(i), F.S. The information indicated on this application is true and accurate, and my signature shall have the same legal effect as if made under oath.**

SIGNATURE:

*Cheri Wilson*

SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER OR DIRECTOR

3/16/04

Date

Daytime Phone #

CR2E061 (01/04)

## **AGREEMENT FOR SALE OF BUSINESS**

**This Agreement** made on this 15<sup>th</sup> day of May, 2003, by Camille Marcellus , of Broward County, Fort Lauderdale hereinafter referred to as " Seller", and Wilson Cheri and Jean Claude Juste of Broward County, Fort Lauderdale and Camille Marcellus Buyer, of Broward County, Fort Lauderdale here and after referred to as "The Purchaser" and Le Rocher restaurant..

**Whereas**, seller wishes to sell, and Purchaser wishes to purchase, all of the assets relating to the business known as Le Rocher Restaurant, Inc. Located at 3516 W Broward Blvd, Fort. Lauderdale, Florida 33312. and Purchase desires to Purchase such assets, upon the terms and conditions hereinafter set forth, assets, upon the terms and conditions hereinafter set forth,

**THERE FORE** the parties agree as follows:

2. **Sale Agreement:** Seller agrees to sell and convey to purchaser and purchaser agrees to purchase at the closing as specified in clause, the properties, rights and interests of Le Rocher Restaurant business specified in clause.

3. **Assets to be conveyed:** The assets to be conveyed to purchaser are:

a) See Appendix "A" attached for list of physical assets including inventory.

b) All seller's rights and interest in that certain Le Rocher Restaurant located at 3516 West Broward Blvd. Fort .Lauderdale 33312.

c) All seller's rights and interest in and to occupational licenses permits, trademarks, rights under contracts, leases, deposit and claim or causes of action related to the assets or sellers' business.

4. **Seller's Representation and Warranties:**

a.) Good standing. Seller

1. Is in good standing under the laws of the state of Florida.
2. Is duly qualified or authorized to do business in the state of Florida.
3. Has paid all United States (Federal, State and local) taxing authorities.

b.) **Authorization:** The execution and delivery of this Agreement by Seller and the conveyance provided in it have been duly authorized by all necessary corporate action, and is a valid and binding agreement on Seller.

c.) **Ownership of Assets:** Seller is the owner of the assets and has full power to transfer the assets free and clear of all liens, encumbrances, security interests, equities, options, claims, charges and restrictions.

d.) **Actions and Proceedings:** There are no actions, suits or proceedings pending or, to Seller's knowledge, threatened against Sellers before any Court, administrative agency or any other judicial body. Seller has not been charged with, nor to his knowledge is Seller under investigation with respect any charge concerning any violation of any material provisions of Federal, State or local law or administrative regulation except as stated above.

e.) **Debts:** Seller has no material debts, liabilities or obligations of any nature, whether accrued, absolute, contingent, or otherwise, and whether due or to become due. Said obligations will end at closing.

f.) Seller agrees to be held liable for the following and all other debts incurred up to closing date:

- i. Rent up to Closing.
- ii. Utilities up to closing.
- iii. Employees' wages up to closing.
- iv. Sales tax and payroll tax up to closing including any penalties and interest due prior to closing.

g) **Compliance with Laws:** Seller has and on the date of closing will have complied with all material law, rules, regulations and orders applicable to the operation of Seller's business and the sale of the assets.

h) **Tax Returns:** Seller has filed all federal, state and local tax returns required by law to be filed and have paid all taxes, assessments and penalties due and payable.

I) **Operations of Seller's Business:**

- a) Seller will retain all assets and at closing they will be in substantially the same condition and repair as they are on the date of this agreement, subject only to ordinary wear and tear.
- b) Seller will not increase any compensation payable to any officer, employee, or agent or enter into any bonus payment arrangement under any arrangements or commitment that may be binding on purchaser after the closing.

**5. Purchaser's Representations and Warranties.**

Purchaser represents and warrants that:

- a. **No Breach:** Neither the execution and delivery of this Agreement nor its terms will conflict with, be in a breach of the terms or condition of, or constitute a default under any agreement or instrument to which the purchasers are a party.

b. **Indemnification Agreement:** An indemnification and Hold Harmless Agreement whereby seller agrees to indemnify and hold purchase harmless from and against any loss, cost, claim, liability, or expense suffered or incurred by purchaser from and after the closing arising from or connected with seller's ownership of assets or operation of seller's business.

10. **Items to be delivered by purchaser:** At the closing purchaser will deliver to seller:

a. **Purchase Price.** The purchase price is \$10,000.00 payable at closing.

11. **Further Assurances:** After the closing, seller will, from time to time at purchasers' request and at no charge to purchasers, perform such other acts and execute and deliver such other instruments as may be reasonably required for the more affective conveyance of the assets to purchasers.

12. **Non Competition:** Seller agrees not to engage or operate a Bar and Restaurant business within a three (3) mile radius for a period of one (1) year from the date of closing.

13. **Notices:** All notices or requests under this Agreement will be in writing, delivered personally or by registered mail as follows:

- 1) If to seller – Camille Marcelus
- 2) If to Purchaser – Wilson Cheri
- 3) If to Purchaser- Jean Claude Juste

Either party may designate by notice to the other, any other address to which notices or requests addressed to it are to be delivered.

14. **Miscellaneous:**

a) **Survival:** The parties agree that they representations,

Warranties, indemnities contained in this agreement will survive the closing for three years after the date of the closing.

b) **Expenses:** Each party will incidental to the preparation and carrying out of this agreement, incur certain expenses, an such expenses will be the responsibility of each of them.

c) **Binding Effect:** This Agreement will be binding upon and enforceable by the parties, and their personal representatives and successors.

b) **Assignment** : This Agreement may be assigned by Seller to a Corporation of which Seller is the principal stock holder and officer.

e) **Governing Law**: This Agreement is to be construed and governed according to the Laws of the State of Florida.

Seller: \_\_\_\_\_

*Camille Marcelus*  
Camille Marcelus

Purchaser: \_\_\_\_\_

*Wilson Cheri*  
Wilson Cheri

Purchaser: \_\_\_\_\_

*Jean Claude Juste*  
Jean Claude Juste

**Tax Consulting Group, Corp**  
890 NW 86<sup>th</sup> Avenue, STE., 907  
Plantation, FL 33324

March 16, 2004

Department of State  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**RE: Le Rocher Restaurant, Inc  
Corporation Reinstatement**

Dear Sir or Madam:

This letter is attached with the corporation reinstatement application for the period ended 2003 and 2004.

The taxpayer(s) hereby abate the \$600.00 reinstatement fee because they were uninformed of the process to file an annual report. Le Rocher Restaurant, Inc was sold to taxpayer(s) on May 15, 2003 and the previous owner(s) filed the amended name and address change on May 19, 2003. We have attached the purchased agreement to justify our standing and thereby request Le Rocher Restaurant, Inc be reinstated and be active to conduct business in the state of Florida.

Please accept this explanation and a check for \$300.00 dollars for reinstatement.

We respectfully request the penalty be abated, as there was no willful negligence.

If you have questions, please contact me at (954) 309-4236.

Sincerely,

A handwritten signature in dark ink, appearing to read 'PVilme', with a long horizontal flourish extending to the right.

Pierre Vilme  
President

**6 Closing.** The conveyance of the assets will take place at a closing to be held at 777 NE 79<sup>th</sup> Street, Suite 104, Miami, Florida 33169 on May 15, 2003, or at such other place or time as to which the parties may agree. At the closing seller will deliver the items enumerated in clause 9, and the purchaser will deliver the items enumerated in clause 10.

**7 Conditions to Purchasers' Obligation:** The obligation of purchasers to purchase the assets is subject to satisfaction of the following conditions on or before the closing.

a. **Documents:** Seller will have delivered to purchaser conveyance documents enumerated in clause 9 in form and substance reasonably satisfactory to purchaser, conveying to purchase his title and interest in and to the assets as called for in this agreement.

b. **Representations and Warranties:** The representations and warranties of seller, contained in clause 4, will be true and correct in all material respects as of the closing, the covenant of seller contained in clause 4 will have been duly performed by seller, and purchaser will have received an affidavit to such effect dated the date of closing and signed by sellers.

c. **No Adverse Change or Loss:** Neither the assets nor the seller's business will have been adversely affected in any material way since the execution of this agreement, including any adverse change as a result of fire, explosion, accident, strike, lockout, flood, storm, embargo or other governmental act, insurrection, revolution, war, act of any public enemy or other force majeure.

d. **Lease:** The obligation of purchaser to purchase the business is subject to purchaser is contingent upon the buyer obtaining a satisfactory Lease from the Landlord, for the premises located at 3516 West Broward Blvd. Fort. Lauderdale 33312.

**8 Conditions to Seller's Obligation:** The obligation of seller to sell the assets is subject to the satisfaction of the following conditions on or before the closing:

a. **Purchase price:** Purchaser will have delivered to seller a bank cashier's check payable to the order of seller under clause 10.

b. **Representations and Warranties:** The representations and warranties of purchaser contained in clause 5 will be true and correct as of the closing.

**9. Items to be delivered by seller:** At the closing, seller will deliver to purchaser:

a. **Transfer Documents:** Assignments, bills for sale, and such other instruments in form reasonably satisfactory to purchaser, as are required to grant purchase title to, or seller's interest in, the assets as provided in this agreement.