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Florida Department of State

Division of Corporations  
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**FLORIDA LIMITED LIABILITY CO.  
4703 BRICKELL, LLC**

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| Certificate of Status | 0        |
| Certified Copy        | 1        |
| Page Count            | 06       |
| Estimated Charge      | \$155.00 |

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11/21/2017

ARTICLES OF ORGANIZATION  
OF  
4703 BRICKELL, LLC

The undersigned, being authorized to execute and file these Articles, hereby certify that:

**ARTICLE I**

The name of the Limited Liability Company is: 4703 BRICKELL, LLC

**ARTICLE II**

The mailing address and street address of the principal office of the Limited Liability Company shall initially be located at 1010 Brickell Avenue, Apt. 4703, Miami, Florida 33130 or any other place upon which the members agree.

**ARTICLE III**

The period of duration for the Limited Liability Company shall be:  
Perpetual

**ARTICLE IV**

The Limited Liability Company is to be manager managed as per FS §605.0407 by a manager or managers who may be, but are not required to be, members of the Company. The name and address of the managers who will serve as managers until the first annual meeting of the members or until their successor(s) is/are selected and qualified in accordance with the Regulations is as follows:

Francis Josefina Fornino Benitez  
1010 Brickell Avenue, Apt. 4703  
Miami, Florida 33130

**ARTICLE V**

The right, if given, of the members to admit additional members and the terms and conditions of the admissions shall be: By unanimous written consent of the existing members as per the terms of the Regulations.

JORGE E. BLANCO, ESQ.  
782 NW 42 Ave., Suite 641  
Miami, Florida 33126  
Telephone No.: (305)444-0044  
E-mail Address: jblanco@jorgeblancolaw.com  
Florida Bar No.: 197807

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## ARTICLE VI

The right, if given, of the members of the Limited Liability Company to continue the business on 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 in the Limited Liability Company shall be as provided for in the written Operating Agreement and Regulations. In the failure to make such provision in the company Operating Agreement and Regulations of the Company then and in that event Florida Statutes §605.0105 - 605.0108, shall apply.

## ARTICLE VII

This Company shall indemnify to the fullest extent permitted under and in accordance with the laws of the State of Florida, any person who was or is a party or is threatened to be joined as a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she, is or was manager, managing member, or officer of this Company, or is or was serving at the request of Company as a manager, member, director, officer, trustee, employee or agent of or in any other capacity with another company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit, or proceeding.

Expenses (including attorney's fees) incurred by an member, manager or officer in defending any civil, criminal, administrative or investigative proceeding shall be paid by the Company in advance of the final disposition of such proceeding upon receipt of an undertaking (secured or unsecured as may be determined by the Company) by or on behalf of such member, manager or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Company as authorized in this Article. Such expenses (including attorneys fees) incurred by other employees and agents shall also be so paid upon such terms and conditions, if any, as the Company deems appropriate.

Notwithstanding the foregoing, indemnification or advancement of expenses shall not be made to or on behalf of any member, manager, managing member, officer, employee, or agent if a judgment or other final adjudication establishes that the actions, or omissions to act, of such member, manager, managing member, officer, employee, or agent were material to the cause of action so adjudicated and constitute any of the following:

- (a) A violation of criminal law, unless the member, manager, managing member, officer, employee, or agent had no reasonable cause to believe such conduct was unlawful.
- (b) A transaction from which the member, manager, managing member, officer, employee, or agent derived an improper personal benefit
- (c) in the case of a manager or managing member, a circumstance under which the Liability provisions of section 605.0403 of the Florida Statutes are applicable.
- (d) Willful misconduct or a conscious disregard for the best interests of the limited liability company in a proceeding by or in the right of the limited liability company to procure a judgment in its favor or in a proceeding by or in the right of a member.

The indemnification provided by this Article shall continue as to an indemnified person who has ceased to be a member, manager, managing member, officer, employee, or agent and shall inure



## ARTICLE VI

The right, if given, of the members of the Limited Liability Company to continue the business on 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 in the Limited Liability Company shall be as provided for in the written Operating Agreement and Regulations. In the failure to make such provision in the company Operating Agreement and Regulations of the Company then and in that event Florida Statutes §605.0105 - 605.0108, shall apply.

## ARTICLE VII

This Company shall indemnify to the fullest extent permitted under and in accordance with the laws of the State of Florida, any person who was or is a party or is threatened to be joined as a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she, is or was manager, managing member, or officer of this Company, or is or was serving at the request of Company as a manager, member, director, officer, trustee, employee or agent of or in any other capacity with another company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit, or proceeding.

Expenses (including attorney's fees) incurred by an member, manager or officer in defending any civil, criminal, administrative or investigative proceeding shall be paid by the Company in advance of the final disposition of such proceeding upon receipt of an undertaking (secured or unsecured as may be determined by the Company) by or on behalf of such member, manager or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Company as authorized in this Article. Such expenses (including attorneys fees) incurred by other employees and agents shall also be so paid upon such terms and conditions, if any, as the Company deems appropriate.

Notwithstanding the foregoing, indemnification or advancement of expenses shall not be made to or on behalf of any member, manager, managing member, officer, employee, or agent if a judgment or other final adjudication establishes that the actions, or omissions to act, of such member, manager, managing member, officer, employee, or agent were material to the cause of action so adjudicated and constitute any of the following:

- (a) A violation of criminal law, unless the member, manager, managing member, officer, employee, or agent had no reasonable cause to believe such conduct was unlawful.
- (b) A transaction from which the member, manager, managing member, officer, employee, or agent derived an improper personal benefit
- (c) in the case of a manager or managing member, a circumstance under which the Liability provisions of section 605.0403 of the Florida Statutes are applicable.
- (d) Willful misconduct or a conscious disregard for the best interests of the limited liability company in a proceeding by or in the right of the limited liability company to procure a judgment in its favor or in a proceeding by or in the right of a member.

The indemnification provided by this Article shall continue as to an indemnified person who has ceased to be a member, manager, managing member, officer, employee, or agent and shall inure

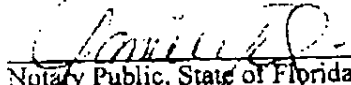
In accordance with Section 605.0203, Florida Statutes, the execution of this Affidavit constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

**STATE OF FLORIDA**

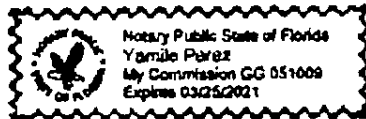
**COUNTY OF MIAMI-DADE**

I HEREBY CERTIFY, that on the 16 day of November, 2017, personally appeared before me, JORGE E. BLANCO, to me well known or who has provided his Florida Drivers' License, as identification.

IN WITNESS WHEREOF, I have set my hand and official seal at Miami, County of Miami-Dade, State of Florida, the day and year above written.

  
Notary Public, State of Florida

My Commission Expires:

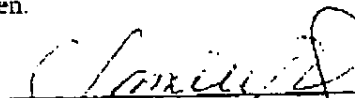


**STATE OF FLORIDA**

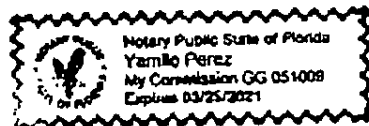
**COUNTY OF MIAMI-DADE**

I HEREBY CERTIFY, that on the 16 day of November, 2017, personally appeared before me, FRANCIS JOSEFINA FORNINO BENITEZ as Manager, to me well known.

IN WITNESS WHEREOF, I have set my hand and official seal at Miami, County of Miami-Dade, State of Florida, the day and year above written.

  
Notary Public, State of Florida

My Commission Expires:



**PURSUANT TO THE PROVISIONS OF SECTION 605.0203 and 605.0113, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.**

The name and the Florida street address of the registered agent and registered office are:

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.

JORGE E. BLANCO, Registered Agent

— 10 —