

L04000037341

(Requestor's Name)

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(Address)

(City/State/Zip/Phone #)

PICK-UP

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(Business Entity Name)

(Document Number)

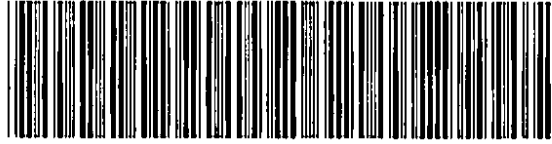
Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

J DENNIS

SEP 29 2023

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900415613759

FILED
2023 SEP 28 PM 12:33
STATE OF FLORIDA
TALLAHASSEE

FILED
2023 SEP 28 AM 10:43
STATE OF FLORIDA
TALLAHASSEE

FLORIDA CAPITAL COURIER SERVICES, INC
2330 CLARE DRIVE
TALLAHASSEE, FL 32309
(850) 524-5437
(850) 524-6243

Please remove payment from account I20210000160: \$60.00_

Authorization Signature: Jan Fuller

Alpha Turbine Aviation Technology, LLC

L04000037341

BUSINESS

#DOC

Certified copy

Certificate of Status

NEW FILINGS

- Profit Corp
- Not for Profit
- Officer/Director
- Limited Liability
- Domestication
- Other
- CORP**
- LLLP**

AMENDMENTS

- Amendment
- Resignation of R.A.
- Articles of Dissolution
- Change of Registered Agent
- Revocation of Dissolution
- Merger
- Conversion**
- Amended and restated Articles**
- Statement of Correction

OTHER FILINGS

- Annual Report
- Fictitious Name
- APOSTILLE:

REGISTRATION/QUALIFICATIONS

- Foreign filing
- Limited Partnership
- Reinstatement
- OTHER

EXAMINER'S INITIALS: _____

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TALLAHASSEE, FL 32309
(850) 524-5437
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EXAMINER'S INITIALS: _____

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Alpha Turbine Aviation Technology, LLC
Name of Limited Liability Company

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Simeon Garcia
Name of Person

Alpha Turbine Aviation Technology, LLC
Firm/Company

1643 Brickell Ave, #1406
Address

Miami, Florida 33129
City/State and Zip Code

simgaro@icloud.com; vittopatia@gmail.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Simeon Garcia at (305) 305-934-0266
Name of Person Area Code Daytime Telephone Number

Enclosed is a check for the following amount:

- \$25.00 Filing Fee
- \$30.00 Filing Fee & Certificate of Status
- \$55.00 Filing Fee & Certified Copy (additional copy is enclosed)
- \$60.00 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed)

Mailing Address:
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:
Registration Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF**

FILED
2023 SEP 28 PM 12:33
SECRETARY OF STATE
FLORIDA

Alpha Turbine Aviation Technology, LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on May 18, 2004 and assigned Florida document number L04000037341.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

The new name must be distinguishable and contain the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent: _____

New Registered Office Address: _____

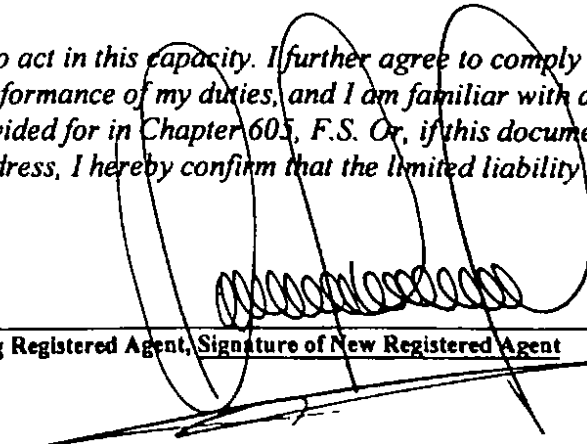
Enter Florida street address

_____, Florida _____
City Zip Code

New Registered Agent's Signature, if changing Registered Agent:

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 relative 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 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

If Changing Registered Agent, Signature of New Registered Agent



If amending Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

MGR = Manager
AMBR = Authorized Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
<u>Chairman</u>	<u>Iraq Pacheco</u>	<u>5603 NW 159th Street, Miami Lakes, FL 33014</u>	<input type="checkbox"/> Add
			<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
<u>Accountable Executive</u>	<u>Jesus Rojas</u>	<u>5603 NW 159th Street, Miami Lakes, FL 33014</u>	<input type="checkbox"/> Add
			<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
<u>CEO</u>	<u>Simeon Garcia</u>	<u>1643 Brickell Avenue, #1406</u>	<input checked="" type="checkbox"/> Add
		<u>Miami, Florida 33129</u>	<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change

D. If amending any other information, enter change(s) here: (Attach additional sheets, if necessary.)

See attached affidavit for statement of facts.

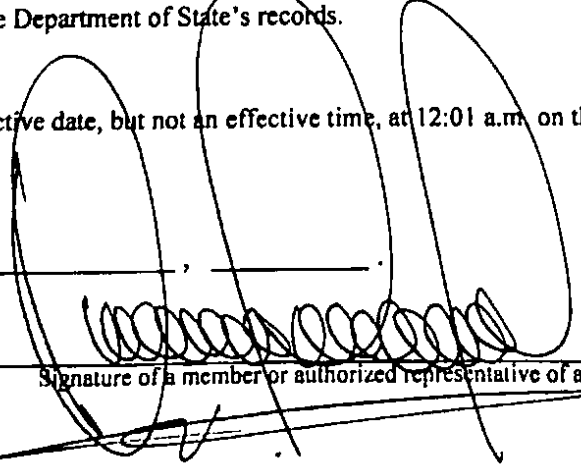
E. Effective date, if other than the date of filing: 03/17/2023 (optional)

(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of: (b) The 90th day after the record is filed.

Dated _____, _____.



Signature of a member or authorized representative of a member

Typed or printed name of signee

**UNANIMOUS WRITTEN CONSENT BY MEMBERS
OF
ALPHA TURBINE AVIATION TECHNOLOGY, LLC**

The undersigned being all the Members of ALPHA TURBINE AVIATION TECHNOLOGY, LLC., a Florida Limited Liability Company (the "Company") hereby consent, pursuant to Chapter 608 of the Florida Statutes to the adoption of the following resolution and the taking of the actions therein:

WHEREAS, the Company is a Repair Station holding a valid 145 FAA Certificate;

WHEREAS, it is the best interest of the Company to appoint a Manager to perform the ordinary and usual decisions concerning the business affairs of the Company and to foresee its operation in accordance with the wishes of the members as reflected in this resolution;

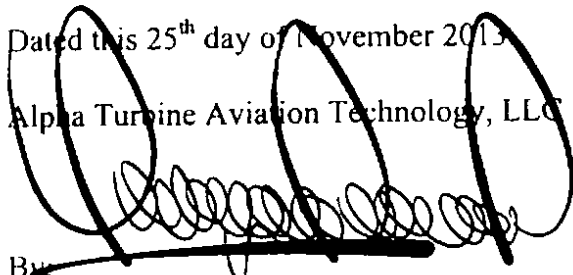
NOW THEREFORE BE IT RESOLVED, by Unanimous Consent as follows:

To appoint Marlene Morilla as the Manager of the Company.

RESOLVED FURTHER, that this Resolution by Unanimous Consent may be executed by telefacsimile and in any number of counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.

Dated this 25th day of November 2013

Alpha Turbine Aviation Technology, LLC

By 
Simeon Garcia
Managing Member

OPERATING AGREEMENT OF

ALPHA TURBINE AVIATION TECHNOLOGY, LLC

February 1st, 2011

This Operating Agreement of ALPHA TURBINE AVIATION TECHNOLOGY, LLC., a limited liability company organized pursuant to the Act, is entered into and shall be effective as of the Effective Date, by and among the company and the persons executing this Agreement as Members.

ARTICLE I FORMATION

1. **Organization** - The Members hereby organize the Company as a Florida State limited liability company pursuant to the provisions of the Act.
2. **Agreement, Effect of Inconsistencies with Act** - For and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Members executing the Company Agreement hereby agree to the terms and conditions of the company Agreement, as it may from time to time be amended according to its terms. It is the express intention of the Members that the Company Agreement shall be the sole source of agreement of the parties, and, except to the extent a provision of the Company Agreement expressly incorporates federal income tax rules by reference to sections of the Code or regulations or is expressly prohibited or ineffective under the Act, the Company Agreement shall govern, even when inconsistent with, or different than, the provisions of the Act or any other law or rule. To the extent any provision of the Company Agreement is prohibited or ineffective under the Act, the Company Agreement shall be considered amended to the smallest degree possible in order to make the agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way to make any provision of the Company Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment. The Members hereby agree that each Member shall be entitled to rely on the provisions of this agreement, and no Member shall be liable to the company or to any Member for any action or refusal to act taken in good faith reliance on the terms of this agreement. The Members and the Company hereby agree that the duties and obligations imposed on the Members of the Company as such shall be those set forth in this operating agreement, which is intended to govern the relationship among the Company, the Members, notwithstanding any provision of the Florida limited liability company act or common law to the contrary.

not
amended

3. **Name** - The name of the Company is ALPHA TURBINE AVIATION TECHNOLOGY, LLC., and all business of the company shall be conducted under that name or under any other name, but in any case, only to the extent permitted by applicable law.
4. **Effective Date** - The company Agreement shall become effective upon the filing of the Articles with the Secretary of State of the State.
5. **Term** - The Company shall be dissolved and its affairs wound up in accordance with the Act and the company Agreement on twenty years after the date of the Agreement unless the term shall be extended by amendment of the company Agreement and the Articles, or unless the Company shall be sooner dissolved and its affairs wound up in accordance with the Act or the Company Agreement.
6. **Registered Agent and Office** - The registered agent for the service of process and the registered office shall be that Person and location reflected in the Articles as filed in the office of the Secretary of State. The Member-Managers, may, from time to time, change the registered agent or office through appropriate filings with the Secretary of State. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Member-Managers shall fail to designate a replacement registered agent or change of address of the registered office, any Member may designate a replacement-registered agent or file a notice of change of address.
7. **Principal Office** - The Principal Office of the Company shall be located at

8081 NW 31st
Doral, FL 33166

ARTICLE II DEFINITIONS

For purposes of this operating agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

1. **Act** – The State Limited Liability Company Act and all amendments to the Act.
2. **Additional Member** - A Member other than an Initial Member or a Substitute Member who has acquired a Membership Interest from the Company.
3. **Admission Agreement** - The Agreement between an Additional Member and the Company described below.

4. **Articles** - The Articles of Organization of the Company as properly adopted and amended from time to time by the Members and filed with the Secretary of State.
5. **Assignee** - A person to whom a Membership Interest has been transferred who has not been admitted as a Substituted Member. Such a Person may not vote until it/he/she becomes a Substituted Member.
6. **Bankrupt Member** - A Member who: (1) has become the subject of an Order for Relief under the United States Bankruptcy Code, (2) has initiated, either in an original Proceeding or by way of answer in any state insolvency or receivership proceeding, an action for liquidation arrangement, composition, readjustment, dissolution, or similar relief.
7. **Business Day** - Any day other than Saturday, Sunday or any legal holiday observed in the State.
8. **Capital Account** - The account maintained for a Member or Assignee determined in accordance with Article VIII.
9. **Capital Contribution** - Any contribution of Property, services or the obligation to contribute Property or services made by or on behalf of a Member or Assignee.
10. **Cash Flow** - The cash available from operations after payment of all expenses, loan repayments (including the loan repayments to members, other required payments by the Company, and excluding depreciation.)
11. **Code** - The Internal Revenue Code of 1986 as amended from time to time.
12. **Commitment** - The Capital Contributions that a Member or Assignee is obligated to make.
13. **Company Agreement** - This Operating Agreement including all amendments adopted in accordance with the company Agreement and the Act.
14. **Company Liability** - Any enforceable debt or obligation for which the company is liable or which is secured by any company Property.
15. **Company Minimum Gain** - An amount determined by first computing for each company Nonrecourse Liability any gain the Company would realize if it disposed of the company Property subject to that liability for no consideration other than full satisfaction of the liability, and then aggregating the separately computed gains. The amount of Company Minimum Gain includes such minimum gain arising from a conversion, refinancing, or other change to a debt instrument, only to the extent a Member is allocated a share of that

minimum gain. For any Taxable Year, the net increase or decrease in Company Minimum Gain is determined by comparing the Company Minimum Gain on the last day of the immediately preceding Taxable Year with the Minimum Gain on the last day of the current Taxable Year. Notwithstanding any provision to the contrary contained herein, company Minimum Gain and increases and decreases in company Minimum Gain are intended to be computed in accordance with section 704 of the Code the Regulations issued thereunder, as the same may be issued and interpreted from time to time. **A member's share of company Minimum Gain** at the end of any Taxable Year equals: the sum of Nonrecourse Deductions allocated to that Member (and to that Member's predecessors in interest) up to that time and the distributions made to that Member (and to that Member's predecessors in interest) up to that time of proceeds of a nonrecourse liability allocable to an increase in Company Minimum Gain minus the sum of that Member's (and that Member's predecessors' in interest) aggregate share of the net decreases in Company Minimum Gain plus their aggregate share of decreases resulting from revaluations of company Property subject to one or more Company Nonrecourse Liabilities.

16. Company Nonrecourse Liability - A Company Liability to the extent that no Member or Related Person bears the economic risk of loss (as defined in §1.752-2 of the Regulations) with respect to the liability.

17. Company Property - Any Property owned by the Company.

18. Contributing Members - Those members making contributions as a result of the failure of a Delinquent Member to make the contributions required by the commitment as described in Article VIII.

19. Default Interest Rate - The higher of the legal rate or the then-current prime rate quoted by the largest commercial bank in the jurisdiction of the Principal Office plus three percent.

20. Delinquent Member - A Member or Assignee who has failed to meet the commitment of that Member or Assignee.

21. Distribution - A transfer of Property to a member on account of a Membership Interest as described below.

22. Disposition (Dispose) - Any sale, assignment, transfer, exchange, mortgage, pledge, grant, hypothecation, or other transfer, absolute or as security or encumbrance (including dispositions by operation of law).

23. Dissociation - Any action which causes a Person to cease to be Member as described below.

- 24. Immediate Family** - A Member's Immediate Family includes the member's spouse, children (including natural, adopted and stepchildren), grandchildren, and parents.
- 25. Initial Capital Contribution** - The Capital Contribution agreed to be made by the Initial Members as described below.
- 26. Initial Members** - Those persons identified on Exhibit A attached hereto and made a part hereof by this reference who have executed the Company Agreement.
- 27. Majority of the Member-managers** - A majority by number of all of the Member-managers.
- 28. Majority of the Members** - Members having Sharing Ratios in excess of one half of the Sharing Ratios of all the Members entitled to vote on, consent to, or approve a particular matter. Assignees and shall not be considered members entitled to vote for the purpose of determining a Majority. In the case of a Member who has Disposed of that Member's entire Membership Interest to an Assignee, but has not ceased to be a Member as provided below, the Sharing Ratio of such Assignee shall be considered in determining a Majority of the Members and such Member's vote or consent shall be determined by such Sharing Ratio.
- 29. Majority of the Remaining Member-Managers** - A majority by number of all of the Remaining Member-managers.
- 30. Majority of the Remaining Members** - A majority by number of all the Remaining Members. Assignees shall not be considered Members entitled to vote for the purpose of determining a Majority of Remaining Members. A Member who has Disposed of that Member's entire Membership Interest to an Assignee, but has not ceased to be a Member as provided below, shall be considered a Member for the purpose of determining a Majority of Remaining Members.
- 31. Management Right** - The right of a Member to participate in the management of the Company, including the rights to information and to consent or approve actions of the company. The rights and authority of a Member-Manager that exceed those of a Member who is not a Member-Manager are not considered Management Rights for purposes of the company Agreement.
- 32. Member-Manager** - A Member selected to manage the affairs of the Company.

- 33. Member** - An Initial Member, Substituted Member or Additional Member, including, unless the context expressly indicates to the contrary, a Member-Manager or Assignee.
- 34. Member Minimum Gain** - An amount determined by first computing for each Member Nonrecourse Liability any gain the Company would realize if it disposed of the company Property subject to that liability for no consideration other than full satisfaction of the liability, and then aggregating the separately computed gains. The amount of Member Minimum Gain includes such minimum gain arising from a conversion, refinancing, or other change to a debt instrument, only to the extent a Member is allocated a share of that minimum gain. For any Taxable Year, the net increase or decrease in Member minimum Gain is determined by comparing the Member Minimum Gain on the last day of the immediately preceding Taxable Year with the Minimum Gain on the last day of the current Taxable Year. Notwithstanding any provision to the contrary contained herein, Member Minimum Gain and increases and decreases in Member Minimum Gain are intended to be computed in accordance with section 704 of the code the Regulations issued thereunder, as the same may be issued and interpreted from time to time.
- 35. Member Nonrecourse Liability** - Any company Liability to the extent the liability is nonrecourse under state law, and on which a Member or Related Person bears the economic risk of loss under δ 1.752-2 of the code because, for example, the Member or related Person is the creditor or a guarantor.
- 36. Membership Interest** - The rights of a Member or, in the case of an Assignee, the rights of the assigning Member in Distributions (liquidating or otherwise) and allocations of the profits, losses, gains, deductions, and credits of the company.
- 37. Money** - Cash or other legal tender of the United States, or any obligation that is immediately reducible to legal tender without delay or discount. Money shall be considered to have a fair market value equal to its face amount.
- 38. Net Losses** - The losses and deductions of the company determined in accordance with accounting principles consistently applied from year to year employed under the method of accounting adopted by the company and as reported separately or in the aggregate, as appropriate, on the tax return of the company filed for federal income tax purposes.
- 39. Net Profits** - The income and gains of the Company determined in accordance with accounting principles consistently applied from year to year employed under the method of accounting adopted by the company and as reported separately or in the aggregate, as appropriate, on the tax return of the Company filed for federal income tax purposes.

- 40. Nonrecourse Liabilities** - Nonrecourse liabilities include Company Nonrecourse Liabilities and Member Nonrecourse Liabilities.
- 41. Notice** - Notice shall be in writing. Notice to the Company shall be considered given when mailed by first class mail postage prepaid addressed to any Member-Manager in care of the company at the address of Principal Office. Notice to a Member shall be considered given when mailed by first class mail postage prepaid addressed to the Member at the address reflected in the company Agreement unless the Member has given the company a Notice of a different address.
- 42. Offsettable Decrease** - Any allocation that unexpectedly causes or increases a deficit in the Member's Capital Account as of the end of the taxable year to which the allocation relates attributable to depletion allowances under § 1.704(b)(2)(iv)(k) of the Regulations, allocations of loss and deductions under §§ 704(e)(2) or 706 of the code or under § 1.751-1 of the Regulations, or distributions that, as of the end of the year are reasonably expected to be made to the extent they exceed the offsetting increases to such Member's Capital Account that reasonably are expected to occur during or (prior to) the taxable years in which the such distributions are expected to be made (other than increases pursuant to a Minimum Gain Chargeback).
- 43. Organization** - A Person other than a natural person. Organization includes, without limitation, corporations (both non-profit and other corporations), partnerships (both limited and general), joint ventures, limited liability companies, and unincorporated associations, but the term does not include joint tenancies and tenancies by the entirety.
- 44. Organization Expenses** - Those expenses incurred in the organization of the Company including the costs of preparation of the Company Agreement and Articles.
- 45. Proceeding** - Any judicial or administrative trial, hearing or other activity, civil criminal or investigative, the result of which may be that a court, arbitrator, or governmental agency may enter a judgment, order, decree, or other determination which, if not appealed and reversed, would be binding upon the company, a Member or other Person subject to the jurisdiction of such court, arbitrator, or government agency.
- 46. Property** - Any property real or personal, tangible or intangible, including money and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.
- 47. Permitted Transferee** - Any member of the Member's Immediate Family, or an Organization which is owned at least 51% by such Member or by members of the Member's Immediate Family. In the event a member assigns his

interest to an Organization controlled by such Member, then any transfer of any ownership interest in such Organization shall be deemed a transfer by the member of his entire interest in the Company.

- 48. Person** - An individual, trust, estate, or any incorporated or unincorporated organization permitted to be a member of a limited liability company under the laws of the State
- 49. Proceeding** - Any administrative, judicial, or other adversary proceeding, including, without of limitation, litigation, arbitration, administrative adjudication, mediation, and appeal or review of any of the foregoing.
- 50. Regulations** - Except where the context indicates otherwise, the permanent, temporary, proposed, or proposed and temporary regulations of Department of the Treasury under the code as such regulations may be lawfully changed from time to time.
- 51. Related Person** - A person having a relationship to a Member that is described in § 1.752-4(b) of the Regulations.
- 52. Remaining Member-Managers** - In the event of a Member-Manager who has any potential conflict of interest or transaction between a Member-Manager and the company, the Member-Managers not having the potential conflict of interest or participating in the

ARTICLE III
DELETED INTENTIONALLY

**ARTICLE IV
ACCOUNTING AND RECORDS**

1. Records to be Maintained - The Member-Managers shall maintain the following records at the Principal Office:

A current list of the full name and last known business address of each Member, former Member and other holder of a Membership Interest;

A copy of the Articles and all amendments thereto, together with executed copies of any powers of attorney pursuant to which Articles has been executed;

Copies of the Company's federal, foreign, state and local income tax returns and reports, if any, for the three most recent years;

Copies of the Company Agreement including all amendments thereto;

Any financial statements of the Company for the three most recent years;

If not set forth in this company Agreement, a writing or other data compilation from which information can be obtained through retrieval devices into reasonably usable form setting forth the following:

The amount of cash and description and statement of the agreed value of the other property or services contributed by each Member and which each Member has agreed to contribute;

The times at which or events on the happening of which any additional Commitments agreed to be made by each Member are to be made;

Any right of a Member to receive, or of the company to make, distributions to a Member which include a return of all or any part of the Member's Capital Contribution; and

Any events upon the happening of which the Company is to be dissolved and its affairs wound up.

2. Reports to members

2.1 The Member-Managers shall provide reports at least annually to the Members at such time and in such manner as the Member-Managers may determine reasonable.

- 2.2 The Member-Managers shall provide all Members and Assignees with those information returns required by the Code and the laws of any state
3. All records and accounting methods of the company shall comply with General Accepted Accounting Principles.

ARTICLE V
NAMES AND ADDRESSES OF MEMBERS AND MEMBER-MANAGERS

The names and addresses of the Initial Members and the designation of Member-Managers are as reflected on Exhibit A attached hereto and by this reference made a part hereof as it set forth fully herein.

ARTICLE VI
RIGHTS AND DUTIES OF MEMBERS

1. **Management Rights** - All Members shall be entitled to vote on any matter submitted to a vote of the Members. Simeon Garcia R., as Managing Member, may take any decision with respect to ordinary course of the business action either in writing or at a meeting with the Member-Manager(s) of a Majority of the Member-Managers.
2. **Liability of Members** - No Member shall be liable as such for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under the company Agreement or the Act shall not be grounds for imposing personal liability on the Members for liabilities of the Company.
3. **Indemnification** - The Company shall indemnify the Members, Member-Managers, and agents for all costs, losses, liabilities, and damages paid or accrued by such Member or agent in connection with the business of the company, to the fullest extent provided or allowed by the laws of the State.
4. **Representations and Warranties** - Each member, and in the case of an organization, the person(s) executing the company Agreement on behalf of the organization, hereby represents and warrants to the company and each other Member that: (a) if that Member is an organization, that it is duly organized, validly existing, and in good standing under the law of its state of organization and that it has full organizational power to execute and agree to the Company Agreement to perform its obligations hereunder; (b) that the Member is acquiring its interest in the company for the Member's own account as an investment and without an intent to distribute the

interest; (c) the Member acknowledges that the interest have not been registered under the Securities Act of 1933 or any state securities laws, and may not be resold or transferred by the Member without appropriate registration or the availability of an exemption from such requirements.

5. Conflicts of Interest

A Member shall not be entitled to enter into transactions that may be considered to be competitive with Company. Members shall account to ch company and hold as trustee for the Company any such property, profit, or benefit derived by the Member, without the consent of the Member –Manager.

A Member, including a Member-Manager does not violate a duty or obligation to the Company merely because the Members conduct furthers the Member's own interest. A Member may lend money to and transact other business with the Company. The rights and obligations of a Member who lends money to or transacts business with the Company are the same as those of a person who is not a Member, subject to other applicable law. No transaction if either the transaction is fair to the Company or a Majority of the Remaining Member-Managers or, if none, a Majority of the Remaining Members, in either case knowing the material facts of the transaction and the Member's interest, authorize, approve, or ratify the transaction.

ARTICLE VII MANAGERS

1. **Managers** - The ordinary and usual decisions concerning the business affairs of the Company shall be made by Simeon Garcia R., and shall be the Member-Manager.
2. **Term of Member-Manager** - Except for Simeon Garcia R. any Member-Manager shall have any contractual right to such position. Each Member-Manager shall serve until the earliest of:

The Dissociation of such Member-Manager;

The Resignation of such Member-Manager; or

Removal of the Member-Manager for gross negligence, self-dealing, or embezzlement by a Majority of the Remaining Members.

3. **Authority of Members to bind the Company** - Only Simeon Garcia R. as the Member-Manager and agents of the company authorized by the Member-Managers shall have the authority, in writing, to bind the company. No other Member shall take any action to bind the Company, and each Member shall indemnify the company for any costs or damages incurred by the Company as a

result of the unauthorized action of such Member, Simeon Garcia R., as Member-Manager has the power, on behalf of the company, to do all things necessary or convenient to carry out the business and affairs of the company, including, without limitation:

The institution, prosecution and defense of any Proceeding in the company's name;

The purchase, receipt, lease or other acquisition, ownership, holding, improvement, use and other dealing with, Property, wherever located;

The sale, conveyance, mortgage, pledge, lease, exchange, and other disposition of Property;

The entering into contracts and guaranties; incurring of liabilities; borrowing money, issuance of notes, bonds, and other obligations; and the securing of any of its obligations by mortgage or pledge of any of its Property or income;

The lending of money, investment and reinvestment of the company's funds, and receipt and holding of Property as security for repayment, including, without limitation, the loaning money to, and otherwise helping Members, officers, employees, and agents;

The conduct of the company's business, the establishment of company offices, and the exercise of the powers of the company within or without the State;

The appointment of employees and agents of the company, the defining of their duties, the establishment of their compensation;

The payment of pensions and establishment of pension plans, pension trusts, profit sharing plans, and benefit and incentive plans for all or any of the current or former Members, employees, and agents of the Company;

The making of donations to the public welfare or for religious, charitable, scientific, literary or educational purposes;

The payment or donation, or any other act that furthers the business and affairs of the company;

To payment of compensation, or additional compensation to any or all Members, and employees on account of services previously rendered to the limited liability company, whether or not an agreement to pay such compensation was made before such services were rendered;

The purchase of insurance on the life of any of its Members, or employees for the benefit of the company;

The participation in partnership agreements, joint ventures, or other associations of any kind with any person or persons;

The indemnification of Members or any other Person.

- 4. Actions of the Member-Managers** - The Member-Manager has the power to bind the company as provided in this Article VII. No act of a Member in contravention of such determination shall bind the company to Persons having knowledge of such determination. Notwithstanding such determination, the act of Member-Manager for the purpose of apparently carrying on the usual way the business or affairs of the company, including the exercise of the authority indicated in this Article VII, and no person dealing with the Company shall have any obligation to inquire into the power or authority of the Member-Manager acting on behalf of the Company.

5. **Compensation of Member-Manager** - The Member-Manager shall be reimbursed all reasonable expenses incurred in managing the company and shall be entitled to compensation, in an amount to be determined from time to time by the affirmative vote of a Majority of the Members.
6. **Member-Managers' Standard of Care** - A Member-Manager's duty of care in the discharge of the Member-Manager's duties to the company and the other Members limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. In discharging its duties, a Member-Manager shall be fully protected in relying in good faith upon the records required to be maintained under Article VII and upon such information, opinions, reports or statements by any of its other Members, or agents, or by any other person, as to matters the Member-Manager reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the company or any other facts pertinent to the existence and amount of assets from which distributions to members might properly be paid.
7. **Removal of Member-Manger** - Any Member-Manager may be Removed by the affirmative vote of a Majority of the Members for gross negligence, self-dealing, or embezzlement by a Majority of the Remaining Members.

ARTICLE VIII CONTRIBUTIONS AND CAPITAL ACCOUNTS

1. **Initial contributions** - Each Initial Member shall make the capital Contribution described for that Member on Exhibit A at the time and on the terms specified on Exhibit A and shall perform that Member's Commitment. If no time for contribution is specified, the Capital Contributions shall be made upon the filing of the Articles with the Secretary of State, The value of the Capital Contributions shall be as set forth on Exhibit A. No interest shall accrue on any Capital Contribution and no Member shall have the right to withdraw or be repaid any Capital Contribution except as provided in the Company Agreement. Each Additional Member shall make the Initial Capital Contribution described in the Admission Agreement. The value of the Additional Member's Initial Capital Contribution and the time for making such contribution shall be set forth in the Admission Agreement.
2. **Additional Contributions** - In addition to the Initial Capital Contributions and commitments, the Member-Manger(s) may determine from time to time that additional contributions are needed to enable the company to conduct its business. Upon making such a determination, the Member-Manager(s) shall give Notice to all Members in writing at least ten Business Days prior to the date on which such

contribution is due. Such Notice shall set forth the amount of additional contribution needed, the purpose for which the contribution is needed, and the date by which the Members should contribute. Each Member shall be entitled to contribute a proportionate share of such additional contribution. Except to the extent of a Member's unpaid Commitment, no Member shall be obligated to make any such additional contributions. In the event any one or more Members do not make their additional contribution, the other members shall be given the opportunity to make the contributions. Each Additional Member shall make the Capital Contribution to which such Member has agreed, at the time or times and upon the terms to which the Member-Managers and the Additional Member agree.

3. **Enforcement of Commitments** - In the event any Member (a Delinquent-Member) fails to perform the Delinquent Member's Commitment, the Member-Managers shall give the Delinquent Member a Notice of the failure to meet the commitment. If the Delinquent Member fails to perform the Commitment (including any costs associated with the failure to demand compliance with the Commitment and interest on such obligation at the Default Interest Rate) within ten Business days of the giving of Notice, the Member-Managers may take such action, including but not limited to enforcing the Commitment in the court of appropriate jurisdiction in the state in which the Principal Office is located or the state of the Delinquent Member's address as reflected in the Company Agreement. Each Member expressly agrees to the jurisdiction of such courts but only for the enforcement of Commitments. The Member-Managers may elect to allow the other Members to contribute the amount of the commitment in proportion to such Members' sharing ratios, with those Members who contribute (Contributing Members) to contribute additional amounts equal to any amount of the Commitment not contributed. The Contributing Members shall be entitled to treat the amounts contributed pursuant to this section as a loan from the Contributing Members bearing interest at the Default Interest Rate secured by the Delinquent Member's interest in the Company. Until they are fully repaid the Contributing Members shall be entitled to all Distributions to which the Delinquent Member would have been entitled. Notwithstanding the foregoing, no Commitment or other obligation to make an additional contribution may be enforced by a creditor of the company or other Person other than the company unless the Member expressly consents to such enforcement or to the assignment of the obligation to such creditor.
4. **Maintenance of Capital Accounts** - The Company shall establish and maintain capital Accounts for each Member and Assignee. Each Member's Capital Account shall be increased by (1) the amount of any Money actually contributed by the Member to the capital of the Company, (2) the fair market value of any Property contributed, as determined by the company and the contributing Member at arm's length at the time of contribution (net of liabilities assumed by the Company or subject to which the company takes such Property, within the meaning of Section 752 of the Code), and (3) the Member's share of Net Profits and of any separately allocated items of income or gain except adjustments of the

Code (including any gain and income from unrealized income with respect to accounts receivable allocated to the Member to reflect the difference between the book value and tax basis of assets contributed by the Member). Each member's Capital Account shall be decreased by (1) the amount of any Money distributed to the Member by the Company, (2) the fair market value of any Property distributed to the Member, as determined by the Company and the contributing Member at arm's length at the time of contribution (net of liabilities of the Company assumed by the Member or subject to which the Member takes such Property within the meaning of Section 752 of the Code), and (3) the Member's share of Net Losses and of any separately allocated items of deduction or loss (including any loss or deduction allocated to the Member to reflect the difference between the book value and tax basis of assets contributed by the Member).

5. **Distribution of Assets** –If the Company at any time distributes any of its assets in-kind to any Member, the Capital Account of each Member shall be adjusted to account for the that Member's allocable share (as determined below)of the Net Profits or Net Losses that would have been realized by the Company had it sold the assets that were distributed at their respective fair market values immediately prior to their distribution.
6. **Sale or Exchange of Interest** - In the event of a sale or exchange of some or all of a Member's interest in the company, the Capital Account of the Transferring Member shall become the capital account of the Assignee, to the extent it relates to the portion of the Interest Transferred.
7. **Compliance with Section 704(b) of the Code** – The provisions of this Article VIII as they relate to the maintenance of Capital Accounts are intended, and shall be construed, and, if necessary, modified to cause the allocations of profits, losses, income, gain and credit to have substantial economic effect under the Regulations promulgated under Section 704(b) of the Code, in light of the distributions made and the Capital Contributions made. Notwithstanding anything herein to the contrary, this Company Agreement shall not be construed as creating a deficit restoration obligation or otherwise personally obligate any Member to make a Capital Contribution in excess of the Initial Contribution.

ARTICLE IX ALLOCATIONS AND DISTRIBUTIONS

1. **Allocations of net Profits and Net Losses from Operations** - Except as may be required by section 704(c) of the code, and §§ 2,3, and 4 of this Article, net profits, net losses, and other items of income, gain, loss, deductions and credit shall be apportioned among the Members in proportion to their Sharing Ratios.
2. **Company Minimum Gain Chargeback**- If there is a net decrease in company Minimum Gain for a Taxable Year, each Member must be allocated items of income and gain for that Taxable Year equal to that Member's share of

the net decrease in Company Minimum Gain. A Member's share of the net decrease in Company Minimum Gain is the amount of the total net decrease multiplied by the Member's percentage share of the company Minimum Gain at the end of the immediately preceding Taxable Year. A Member's share of any decrease in Company Minimum Gain resulting from a revaluation of company Property equals the increase in the Member's Capital Account attributable to the revaluation to the extent the reduction in minimum gain is caused by the revaluation. A Member is not subject to the company Minimum Gain Chargeback Requirement to the extent the Member's share of the net decrease in company Minimum Gain is caused by a guarantee, refinancing, or other change in the debt instrument causing it to become partially or wholly a Recourse Liability or a Member Nonrecourse Liability, and the Member bears the economic risk of loss (within the meaning of § 1.752-2 of the regulations) for the newly guaranteed, refinanced, or otherwise changed liability.

3. **Member Minimum Gain Chargeback** - If during a Taxable Year there is a net decrease in Member Minimum Gain, any Member with a share of that Member Minimum Gain (as determined under § 1.704-2(i)(5) of the Regulations) as of the beginning of that taxable Year must be allocated items of income and gain for that Taxable Year (and, if necessary, for succeeding Taxable Years) equal to that Member's share of the net decrease in the Company Minimum Gain. A Member's share of the net decrease in Member Minimum Gain is determined in a manner consistent with the provisions of paragraph (g)(2) of this section. A Member is not subject to this Member Minimum Gain Chargeback, however, to the extent the net decrease in Member Minimum Gain arises because the liability ceases to be Member Nonrecourse Liability due to a conversion, refinancing, or other change in the debt instrument that causes it to become partially or wholly a company Nonrecourse Liability. The amount that would otherwise be subject to the Member Minimum Gain Chargeback is added to the member's share of Company Minimum Gain. In addition, rules consistent with those applicable to company Minimum Gain shall be applied to determine the shares of Member Minimum Gain and Member Minimum Gain Chargeback to the extent provided under the Regulations issued pursuant to § 704(b) of the Code.
4. **Qualified Income Offset** - In the event any Member, in such capacity, unexpectedly receives an Offsettable Decrease, such Member will be allocated items of income and gain (consisting of a pro rata portion of each item of partnership income and gain for such year) in an amount and manner sufficient to offset such Offsettable Decrease as quickly as possible.
5. **Interim Distributions** - From time to time, the Member-Managers shall determine in their reasonable judgment to what extent, if any, the company's cash on hand exceeds the current and anticipated needs, including, without limitation, needs for operating expenses, debt service, acquisitions, reserves, and mandatory distributions, if any. To the extent such excess exists, the Member-managers may make distributions to the Members in accordance with their Sharing Ratios. Such

distributions shall be in cash or Property (which need not be distributed proportionately) or partly in both, as determined by the Member-manager(s).

6. **Limitations on Distributions** - No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company, except liabilities to Members on account of their Capital Accounts.

ARTICLE X TAXES

1. **Elections** - The Member-managers may make any tax elections for the Company allowed under the Code or the tax laws of any state or other jurisdiction over the Company.
2. **Taxes of Taxing Jurisdictions** - To the extent that the laws of any Taxing Jurisdiction requires, each Member and Economic Interest Holder (or such Members as may be required by the Taxing Jurisdiction) will submit an agreement indicating that the Member will make timely income tax payments to the Taxing Jurisdiction and that the Member accepts personal jurisdiction of the Taxing Jurisdiction with regard to the collection of income taxes attributable to the Member's income, and interest, and penalties assessed on such income. If the Member fails to provide such agreement, the Company may withhold and pay over to such Taxing Jurisdiction the amount of tax, penalty and interest determined under the laws of the Taxing Jurisdiction with respect to such income. Any such payments with respect to the income of a Member shall be treated as a distribution.
3. **Tax Matters Partner**- The Member-Manager(s) shall designate one of their members or, if there are no member-Managers eligible to act as tax matters partner any other Member, as the *tax matters* partner of the Company pursuant to Section 6231(a)(7) of the Code.

Any Member designated as tax matters partner shall take such action as may be necessary to cause each other Member to become a *notice partner* within the meaning of Section 6223 of the Code. Any Member who is designated tax matter partner may not take any action contemplated by Sections 6222 through 6232 of the Code without the consent of the Member-Managers. The initial Tax Matters Partner shall be Simeon Garcia R.

ARTICLE XI DISPOSITION OF MEMBERSHIP INTERESTS

1. **Disposition** - Except for a Permitted Transferee any member or Assignee may dispose of all or a portion of the Member's or Assignee's Membership Interest only after compliance with this Article. No Membership Interest shall be Disposed of:

If such disposition, alone or when combined with other transactions, would result in a termination of the company within the meaning of Section 708 of the Code;

without an opinion of counsel satisfactory to the Member-managers that such assignment is subject to an effective registration under, or exempt from the registration requirements of, the applicable state and federal securities laws;

unless and until the Company receives from the Assignee the information and agreements that the Member-Managers may reasonably require, including but not limited to any taxpayer identification number and any agreement that may be required by any Taxing Jurisdiction.

2.0 Each Member may dispose of all or a portion of his interest to a third party or parties. However, such interest first must be offered in writing to Simeon Garcia R. Each such offer so submitted shall identify the name and address of the third party or parties who have offered or otherwise agreed to purchase the shares and the terms and conditions of the offer and shall include a copy of the written offer to purchase. The non-transferring Members shall have the right, within 15 days after notice, to purchase the transferring Member's interest, prorata in accordance with the non-transferring Member's percentage ownership in the Company. Thereafter, Simeon Garcia R. shall have the option to purchase all or a portion of the interest which was not purchased by the other members, and which the selling Member intends to transfer at the price and on the terms specified in the written offer from the third party or parties.

For the purposes of this Paragraph 2, the term "dispose" includes, but is not limited to, any act of selling, assigning, transferring, giving, and any other form of voluntary conveyance, except for Permitted transfers. In any event, any transfer of an interest in the Company is not a Permitted transferee, unless approved by Simeon Garcia R.

3. Dispositions not in Compliance with this Article Void. Any attempted Disposition of a Membership Interest, or any part thereof, not in compliance with this Section shall be, and is declared to be, null and void *ab initio*.

ARTICLE XII DISSOCIATION OF A MEMBER

1. Dissociation - A Person shall cease to be a Member upon the happening of any of the following events:

the Resignation of a Member after the expiration of the Term. No Member may withdraw prior to the expiration to the expiration of the Term, unless approved by Simeon Garcia R.

the Member's becoming a Bankrupt Member;

in the case of a Member who is a natural person, the death of the Member or the entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage the Member's person estate;

in the case of a Member who is acting as a Member by virtue of being a trustee of a trust, the termination of the trust (but not merely the substitution of a new trustee);

in the case of a Member that is a separate Organization other than a corporation, the dissolution and commencement of winding up of the separate Organization;

in the case of a Member that is a corporation, the filing of a certificate of dissolution, or its equivalent, for the corporation or the revocation of its charter; or

in the case of an estate, the distribution by the fiduciary of the estate's entire interest in the limited liability company.

ARTICLE XIII

ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS

- 1. Rights of Assignees** - The Assignee of a Membership Interest has no right to participate in the management of the business and affairs of the company or to become a Member. The Assignee is only entitled to receive the Distributions and return of capital, and to be allocated the net Profits and Net Losses attributable the Membership Interest.
- 2. Admission of Substitute Members** - An Assignee of a Membership Interest shall be admitted as a Substitute Member and admitted to all the rights of the Member who initially assigned the Membership Interest, but shall be so admitted only with the approval, which may be withheld in his sole and absolute discretion, of the Member-Manager. If so admitted, the Substitute Member has all the rights and powers and is subject to all the restrictions and liabilities of the Member originally in the Membership Interest. The admission of a Substitute Member, shall not release the Member originally assigning the Membership Interest from any liability to Company that may existed prior to the approval.

ARTICLE XIV

DISSOLUTION AND WINDING UP

1. Dissolution – The Company shall be dissolved and its affairs wound up, upon the first to occur of the following events:

the expiration of the Term;

the written consent of 59% of the Members.

2. Effect of Dissolution - Upon dissolution, the Company shall cease carrying on as distinguished from the winding up of the Company business, but the Company is not terminated, but continues until the winding up of the affairs of the Company is completed and the Certificate of Dissolution has been issued by the Secretary of State.

3. Distribution of Assets on Dissolution - Upon the winding up of the Company, the Company Property shall be distributed:

to creditors, including Members who are creditors, (including Simeon Garcia R. to the extent permitted by law, in satisfaction of Company Liabilities;

to Members in accordance with positive Capital Account balances taking into account all Capital Account adjustments for the Company's taxable year in which the liquidation occurs. Liquidation proceeds shall be paid within 60 days of the end of the Company's taxable year or, if later, within 90 days after the date of liquidation. Such distributions shall be in cash or Property (which need not be distributed proportionately) or partly in both, as determined by the Member-Managers.

4. Winding Up and Certificate of Dissolution - The winding up of a limited liability company shall be completed when all debts, liabilities, and obligations of the limited liability company have been paid and discharged or reasonable adequate provision therefore has been made, and all of the remaining property and assets of the limited liability company have been distributed to the members. Upon the completion of winding up of the Company, a certificate of dissolution shall be delivered to the Secretary of State for filing. The certificate of dissolution shall set forth the information required by the Act.

ARTICLE XV AMENDMENT

1. Company Agreement May Be Modified - The Company Agreement may be modified as provided in this Article XV (as the same may, from time to time be amended). No Member or Member-Manager shall have any vested rights in the Company Agreement which may not be modified through an amendment to the Company Agreement.

2. Amendment or Modification of Company Agreement - The Company Agreement may be amended or modified from time to time only by a written

instrument adopted by the Member-Manager(s) and executed by 59% of the Members.

**ARTICLE XVI
MISCELLANEOUS PROVISIONS**

1. **Entire Agreement** - The Company Agreement represents the entire agreement among all the Members and between the Members and the company and supercedes all prior written agreements relating to the matter herein.


2. **No Partnership Intended for Nontax Purposes** - The Members have formed the Company under the Act, and expressly do not intend hereby to form a partnership under either the State of Florida Uniform Partnership Act nor the State of Florida Uniform Limited Partnership Act. The Members do not intend to be partners one to another, or partners as to any third party. To the extent any Member, by word or action, represents to another person that any other Member is a partner or that the Company is a partnership, the Member making such wrongful representation shall be liable to any other Member who is incurs personal liability by reason of such wrongful representation.

3. **Rights of Creditors and Third Parties under Company Agreement** - The Company Agreement is entered into among the Company and the Members for the exclusive benefit of the Company, its Members, and their successors and assignees. The Company Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under the Company Agreement, Admission Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

IN WITNESS WHEREOF, we have hereunto set out hand and seals on the date set forth beside our names.

ALPHA TURBINE AVIATION TECHNOLOGY, LLC.

Dated: 02/01/2011

By: 
Simon R. Garcia
99% member

Dated: 02/01/2011

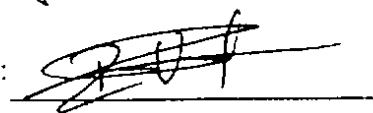
By: 
Romer A. Urdaneta
1% member

EXHIBIT A

Member	Initial Capital Contribution and Value	Membership
Simeon R. Garcia 8081 NW 31 st Street Doral, Florida 33122	US\$ 990	99%
Romer A. Urdaneta 8081 NW 31 st Street Doral, Florida 33122	US\$ 10	1%

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: ALPHA TURBINE AVIATION TECHNOLOGY, LLC
Name of Limited Liability Company

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

RICARDO E. PINES, ESQ.
Name of Person
RICARDO E. PINES, P.A.
Firm/Company
3301 PONCE DE LEON BLVD., SUITE 200
Address
CORAL GABLES, FLORIDA 33134
City/State and Zip Code
RICARDO@REPINESPA.COM
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

RICARDO E. PINES, ESQ. at **305 461-5757**
Name of Person Area Code & Daytime Telephone Number

2018 NOV 27 AM 11:31
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Enclosed is a check for the following amount:

- \$25.00 Filing Fee
- \$30.00 Filing Fee & Certificate of Status
- \$55.00 Filing Fee & Certified Copy (additional copy is enclosed)
- \$60.00 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed)

MAILING ADDRESS:
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

STREET/COURIER ADDRESS:
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF**

ALPHA TURBINE AVIATION TECHNOLOGY, LLC.

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on 5/18/2004 and assigned Florida document number L04000037341.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

N/A

The new name must be distinguishable and end with the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable: N/A

(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

FILED
2013 NOV 27 AM 11:31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

RICARDO E. PINES, ESQ.

New Registered Office Address:

3301 PONCE DE LEON BLVD., SUITE 200

Enter Florida street address

CORAL GABLES

Florida 33134

City

Zip Code

New Registered Agent's Signature, if changing Registered Agent:

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 relative 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. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

If Changing Registered Agent, Signature of New Registered Agent

If amending the Managers or Managing Members on our records, enter the title, name, and address of each Manager or Managing Member being added or removed from our records:

MGR = Manager
MGRM = Managing Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
MGR	BRENDA URDANETA	8081 NW 31 STREET	<input type="checkbox"/> Add
		MIAMI, FLORIDA 33122	<input checked="" type="checkbox"/> Remove
MGRM	SIMEON GARCIA	8081 NW 31 STREET	<input checked="" type="checkbox"/> Add
		MIAMI, FLORIDA 33122	<input type="checkbox"/> Remove
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove

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 2018 NOV 27 AM 11:37
 SECRETARY OF STATE
 TALLAHASSEE FLORIDA

D. If amending any other information, enter change(s) here: (Attach additional sheets, if necessary.)

N/A

Dated

11/23

2013

Signature of a member or authorized representative of a member

Typed or printed name of signer

Page 3 of 3

Filing Fee: \$25.00

FILED
2013 NOV 27 AM 11:31
CLERK OF THE COURT
TALLAHASSEE, FLORIDA

Affidavit by Corporate Officer before a Notary Public

State of Florida
(Name of State)

County of Miami-Dade
(Name of County)

PERSONALLY appeared before me, the undersigned authority in and for said county and state, Miami-Dade, Florida Simeon R. Garcia, who, having been being first duty sworn by
(Name of Affiant)

the undersigned Notary Public, deposes and says:

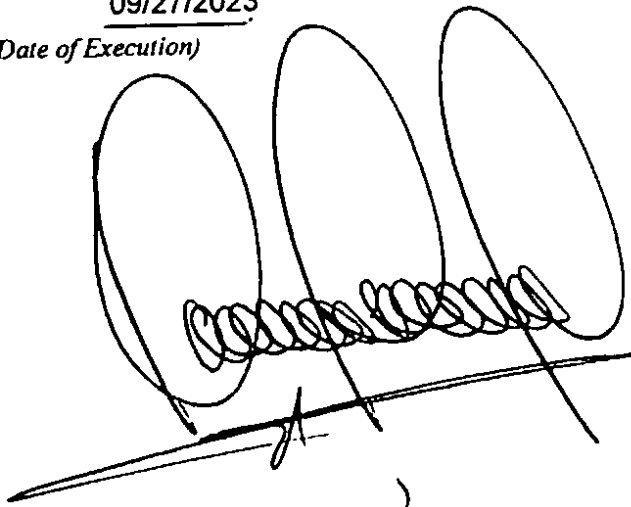
1. He is the CEO/Managing Member of Alpha Turbine Aviation Technogy, LLC,
(Title of Affiant) (Name of Corporation)
a corporation organized and existing under the laws of Florida with
(Name of State)
its principal office located at 5603 NW 159th St., Miami Lakes, FL 33014, and in whose behalf
(Street Address, City, County, State, Zip Code)
he makes this affidavit.

2. See attached, Appendix A
(Statement of facts)

The above-mentioned corporation has caused this instrument to be executed in its behalf, pursuant to authority of its Board of Directors, by its Simeon R. Garcia,
(Title of Affiant)

and its corporate seal to be attached, attested by its Simeon R. Garcia, on
(Title of Affiant)

09/27/2023
(Date of Execution)



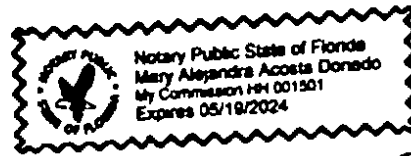
Alpha Turbine Aviation Technogy, LLC
(Name of Corporation)

By: Simeon R. Garcia
(Name of Affiant)

CEO/Managing Member
(Title of Affiant)

(Seal, if any)

SWORN to and subscribed before me, this the 27 day of September,
2023,



Mary Alejandra Acosta Donado
NOTARY PUBLIC

My Commission Expires:

05/19/2024

APPENDIX A

STATEMENT OF FACTS:

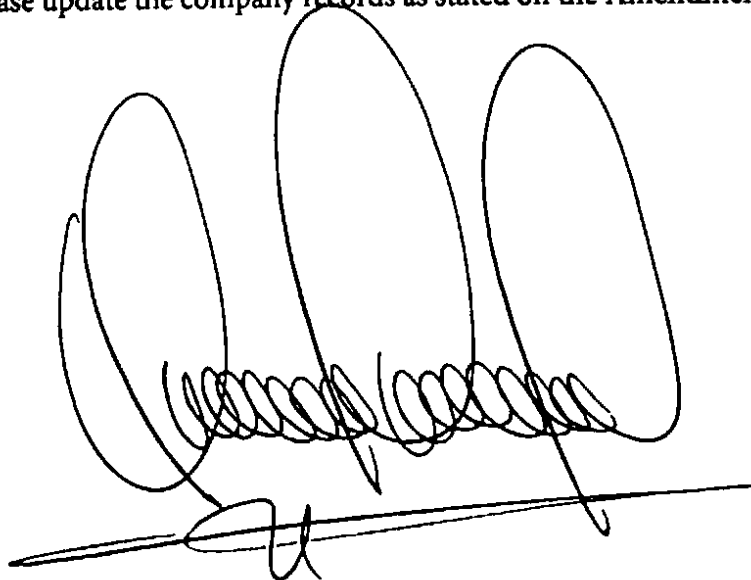
On May 18, 2004, the Articles of Organization for this Limited Liability Company were filed and assigned Florida document number L04000037341 under its original name, 8LS Turbine Aviation Technology, LLC. On June 7, 2004, the name was changed to its current name, Alpha Turbine Aviation Technology, LLC.

On February 1, 2011, the attached operating agreement was executed naming me, Simeon R. Garcia, as a managing member, as the majority partner with 99% interest into the company. While other managers and changes have taken place, I am the only managing member authorized to make any changes to this company.

It has come to my attention that on August 17, 2023, there was a fraudulent amended annual report filed, without my authorization, to include Iraq Pacheco, as chairman of the company, and Jesus Rojas, as account executive of my company. I have conferred with manager, Patricia Vitto, titled as manager of my company, and she advised she did not authorize these changes. I have also not authorized either Iraq Pacheco or Jesus Rojas to make these changes.

I am requesting that these actions and changes be reversed, as I did not expressly authorize these changes to my company. Furthermore, I am pursuing civil and criminal investigations on both of these individuals for their fraudulent actions. This fraudulent filing was purportedly used to obtain a federal license by fraudulent means with the Federal Aviation Administration (FAA). I have already contacted FAA authorities to advise of this fraudulent activity and they are launching an investigation as well.

I am including the Amendment of Articles to reflect the authorized persons for this company, as previously filed on March 17, 2023. Please update the company records as stated on the Amendment.

A handwritten signature in black ink, consisting of three large, rounded loops at the top and a series of smaller, tighter loops below, all resting on a horizontal line.

Florida DRIVER LICENSE

DL# G6320706-61-382-1

CLASSIFICATION: A
SEX: M
HAIR: BRN
EYES: BRN
DOB: 01/15/1978
ISSUE DATE: 01/15/2019
EXPIRES: 01/15/2024
SEX: NONE
RACE: NONE

DATE OF BIRTH: 01/15/1978

EXPIRES: 01/15/2024

Mary Alexandra Acosta
Notary Public State of Florida
Mary Alexandra Acosta Dorado
My Commission #01001501
Expires 05/19/2024

09/07/2024