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DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

LLC AMND/RESTATE/CORRECT OR M/MG RESIGN  
VGI HOLDINGS, L.L.C.

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Corporate Filing Menu

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**STATEMENT OF AUTHORITY**

Pursuant to section 605.0302(1), Florida Statutes, this limited liability company submits the following statement of authority:

1. The name of the limited liability company is VGI HOLDINGS, LLC.
2. The Florida Document Number of the limited liability company is L06000066287.
3. The street and mailing address of the limited liability company's principal office is:

C/O JAIME VILLAMIZAR  
9795 N.W. 87 AVENUE  
MEDLEY, FL 33178

4. This statement of authority grants or sets limitations of authority on all persons having the status or position of a person in a company, whether as a member, transferee, manager, officer or otherwise or to a specific person, as follows:

a. If acting unanimously, and otherwise in accordance with the terms of that certain Operating Agreement of VGI Holdings, LLC dated October 1, 2006, and the First Amendment to the Operating Agreement, dated March 5, 2010 (copies of which are attached hereto), the company's three managers, JAIME VILLAMIZAR, JOSE VILLAMIZAR, and NICOLAS VILLAMIZAR, have the authority to execute an instrument transferring real property held in the name of the company.

b. If acting unanimously, and otherwise in accordance with the terms of that certain Operating Agreement of VGI Holdings, LLC dated October 1, 2006, and the First Amendment to the Operating Agreement, dated March 5, 2010 (copies of which are attached hereto), the company's three managers, JAIME VILLAMIZAR, JOSE VILLAMIZAR, and NICOLAS VILLAMIZAR, may enter into other transactions on behalf of, or otherwise act for or bind, the company.

c. No authority is granted to anyone acting without the express, written consent of all three managers named above.



NICOLAS VILLAMIZAR, Manager

18 MAR 29 AM 10:00

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OPERATING AGREEMENT  
OF  
VGI HOLDINGS, LLC  
A FLORIDA LIMITED LIABILITY COMPANY

THIS OPERATING AGREEMENT (this "Agreement") of VGI HOLDINGS, LLC (the "Company"), effective as of October 1, 2006, is entered into by Miami Star Truck Parts Inc., as the sole members (the "Members") and the Company. The Members have directed the formation of a limited liability company pursuant to and in accordance with the Florida Limited Liability Company Act, as amended from time to time (the "Act"), and hereby agree as follows:

1. Formation. The Company was organized under and pursuant to the provisions of the Act. Jaime Villamizar, as authorized representative of and on behalf of the Members, executed, delivered and filed the Articles of Organization of the Company (the "Articles") with the Secretary of State of the State of Florida (the "Secretary of State") on June 30, 2006. The Members hereby ratifies the formation of the Company by said authorized representative under the provisions of the Act pursuant to the filing of the Articles with the Secretary of State. The Members shall execute, deliver and file any amendments and/or restatements of the Articles with the Secretary of State, and any other applications (and any amendments and/or restatements thereof) necessary for the Company to qualify to transact business in a jurisdiction in which the Company may wish to conduct business.

2. Name. The name of the Company is VGI HOLDINGS LLC.

3. Purpose and Powers of the Company. The purpose of the Company is to transact any lawful business as may be approved by the Members in accordance with this Agreement.

4. Registered Office. The address of the registered office of the Company in the State of Florida is 9795 NW 87 Avenue, Medley, FL 33178.

5. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Florida is Jaime Villamizar, 9795 NW 87 Avenue, Medley, FL 33178.

6. Members. The name and business address of the Members are as follows:

<u>Name</u>	<u>Address</u>
Miami Star Truck Parts Inc.	9795 NW 87 Avenue Medley, Florida 33178

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7. Management of the Company. The business and affairs of the Company shall be vested in and controlled exclusively by Managers, acting in unanimity. Except as otherwise expressly set forth herein, the Managers shall have the full, exclusive and absolute right, power, authority and responsibility for establishing the policies and operating procedures with respect to the business and affairs of the Company and for making all decisions as to all matters which the Company has authority to perform. All decisions with respect to the management and control of the Company approved by the Managers shall be binding on the Company and the Members. In carrying out the decisions and actions of the Managers made or authorized on behalf of the Company, each Manager shall be, and hereby is appointed, an authorized signatory and attorney-in-fact for the Company. Any contract, agreement, note, instrument or document of any and every kind or nature, may, if approved by the Managers as aforesaid, be executed by any Manager. Any third party having dealings with the Company may rely, conclusively, on the signature on behalf of the Company of any Manager, and may be shown a copy of this Agreement to induce such reliance.

A Manager may resign at any time upon not less than thirty (30) days written notice to the Members and may be terminated at any time and for any cause as determined in the sole discretion of the Members. If at any time there shall be no Manager, the management and control of the business and affairs of the Company shall be vested solely and exclusively in the Members (and all matters and authority delegated to the Managers in this Agreement shall be performed by the Members). No compensation shall be paid to Managers.

The names and business addresses of the initial Managers are as follows:

<u>Name</u>	<u>Address</u>
Jaime Villamizar	6240 Gauntlet Hall Lane Davie, Florida 33331
Jose Villamizar	16305 NW 27 Street Miami, Florida 33027
Nicolás Villamizar	1910 Golden Gate Blvd. East Naples, FL 34120

8. Dissolution, Liquidation.

(a) The Company shall be dissolved, and its affairs shall be wound up, solely upon the first to occur of the following, unless the Members elects to continue the Company to the extent permitted under the Act:

- (i) At the time specified in a written consent of the Members;
- (ii) At any time there is no remaining Members of the Company; or

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(iii) At the time specified in a decree of judicial dissolution under the Act.

(b) To the fullest extent permitted by law, the foregoing constitutes the only events upon which the Company shall be dissolved and its affairs wound up.

(c) Upon the dissolution of the Company, the Members, or its successors or assigns, shall conduct the winding up of the affairs of the Company. The winding up of the Company shall be complete when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonable adequate provision therefor has been made in accordance with the Act.

(d) The existence of the Company shall continue until the cancellation of the Articles as provided in the Act.

9. Capital Contributions. The Members contributed the following amount, in cash or other assets, to the Company as a capital contribution (a "Capital Contribution") in exchange for a limited liability company interest in the percentage set forth below:

<u>Name</u>	<u>Capital Contribution</u>	<u>Limited Liability Company Interest Percentage</u>
Miami Star Truck Parts Inc.	\$290,000	100%

10. Additional Contributions. The Members are not required to but may, in their discretion, make any additional capital contribution to the Company. The obligation of the Members to make a capital contribution, if any, is not intended to, and shall not be for the benefit of, enforceable by or provide any rights whatsoever to any person or entity, other than the Company. No other person or entity shall have any right whatsoever, directly or indirectly, through a relationship as a creditor or otherwise with the Members or the Company, to require capital contributions by the Members.

11. Distributions. Distributions shall be made to the Members at the times and in the aggregate amounts determined by the Members. Such distributions shall be made in accordance with, and no distribution shall be made if such distribution would violate, the Act.

12. Sharing of Profits and Losses. The profit and losses of VGI HOLDINGS LLC shall be allocated among the members on the basis of each member's interest percentage as reflected in Section 9 of this Agreement.

13. Assignments. The Members may assign or otherwise transfer or pledge in whole or in part its limited liability company interest.

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14. Withdrawal. The Members may withdraw from the Company to the extent permitted under the Act.

15. Admission of Additional Members. Additional Members of the Company may be admitted to the Company at the discretion of, and upon such terms and conditions as shall be approved by, the Members.

16. Liability, Indemnification and Exculpation.

(a) Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Members of the Company, including, without limitation, the Members or any affiliate, manager, officer, director, shareholder, partner, employee, representative, other or registered agent of the Members or any other Members of the Company (each, a "Covered Person" and collectively, the "Covered Persons"), shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Covered Person.

(b) Exculpation.

(i) No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence, willful misconduct or fraud.

(ii) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person 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, losses or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.

(c) Fiduciary Duty.

(i) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Covered Person.

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(ii) Unless otherwise expressly provided herein, (1) whenever a conflict of interest exists or arises between Covered Persons, or (2) whenever this Agreement or any other agreement contemplated herein or therein provides that a Covered Person shall act in a manner that is, or provides terms that are, fair and reasonable to the Company or the Members, the Covered Person shall resolve such conflict of interest, taking such action or providing such terms, considering in each case the relative interest of each party (including its own interest) to such conflict, agreement, transaction or situation and the benefits and burdens relating to such interests, any customary or accepted industry practices, and any applicable generally accepted accounting practices or principles. In the absence of bad faith by the Covered Person, the resolution, action or term so made, taken or provided by the Covered Person shall not constitute a breach of this Agreement or any other agreement contemplated herein or of any duty or obligation of the Covered Person at law or in equity or otherwise.

(iii) Whenever in this Agreement a Covered Person is permitted or required to make a decision in (1) its "discretion" or under a grant of similar authority or latitude, the Covered Person shall be entitled to consider such interests and factors as it desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other person, or (2) in its "good faith" or under another express standard, the Covered Person shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or other applicable law.

(d) Indemnification. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of gross negligence, willful misconduct or fraud with respect to such acts or omissions; provided, however, that any indemnity under this Section 16 shall be provided out of and to the extent of Company assets only, and no Covered Person shall have any personal liability on account thereof.

(e) Expenses. To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a Covered Person in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in this Section 16.

(f) Outside Businesses. The Members may engage in or possess an interest in business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the Company, and the Company and its Members shall have no rights by virtue of this Agreement in and to such additional interest in such independent ventures or the income

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or profits derived therefrom, and the pursuit of any such venture, even if competitive with the business of the Company, shall not be deemed wrongful or improper. The Members shall not be

obligated to present any particular investment opportunity to the Company even if such opportunity is of a character that, if presented to the Company, could be taken by the Company, and the Members shall have the right to take for its own account (individually or as a partner or fiduciary) or to recommend to others any such particular investment opportunity.

17. Notice. Any notice or demand required or permitted to be given or made to or upon any party hereto shall be deemed to have been duly given or made for all purposes if (i) in writing and delivered by hand or overnight express courier service against receipt, or sent by certified or registered mail, postage prepaid, return receipt requested, or (ii) sent by telegram, telecopy or telex, and followed by a copy delivered or sent in the manner provided in clause (i) above, to such party at the address set forth in Section 6 or Section 7 hereof, or at such other address as any party hereto may at any time, or from time to time, direct by notice given to the other party in accordance with this Section 17. The date of giving or making of any such notice or demand shall be the earlier of the date of actual receipt or refusal of delivery. For the purposes of this Section 17, the address of the Members and the Company is set forth under Section 6 of this Agreement and the address of the Manager is set forth under Section 7 hereof.

18. Expenses. The Managers and the Members will be reimbursed its reasonable costs of managing and participating in the management of the Company, including legal, travel, telephone, hotel, meals and related expenses.

19. Fiscal Year. The Company's accounting period shall terminate as of the calendar year unless otherwise established by a written consent of the Members.

20. Books and Records. At all times during the continuance of the Company, proper and true books of account shall be kept wherein shall be entered particulars of (a) all moneys, goods, or effects belonging to or owing to or by the Company, or paid, received, sold, or purchased in the course of the Company's business, and (b) all such other transactions, matters, and things relating to the business of the Company as are usually entered in books of account kept by persons engaged in businesses of a like kind and character. Said books of account shall be kept at the principal office of the Company or at the office of the accountant or other persons or firms retained by the Company.

21. Amendment. This Agreement may be amended or modified by written consent of the Members.

22. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Florida, without giving effect to the principles of conflicts of laws thereof, all rights and remedies being governed by said law.

23. Cumulative Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its

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right to use any and all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

24. Binding Effect. This Agreement shall be binding upon and inure to the benefit of all of the parties and, to the extent permitted by this Agreement, their successors, heirs, legal representatives and assigns.

25. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

26. Headings. The headings, titles, and subtitles herein are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

[Signatures on next page]

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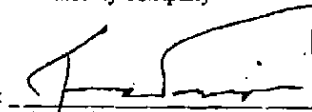
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IN WITNESS WHEREOF, the undersigned have duly executed this Agreement effective as of the date first written above.

**COMPANY:**

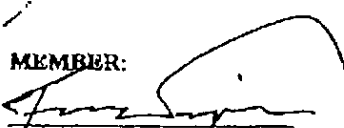
**VGI Holdings, LLC, a Florida  
limited liability company**

By:   
Jaime Villamizar, a Manager

By:   
Jose Villamizar, a Manager

By:   
Nicolas Villamizar, a Manager

**MEMBER:**

  
Miami Star Truck Parts Inc.  
Jaime Villamizar  
Vice-President

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**FIRST AMENDMENT TO THE  
OPERATING AGREEMENT  
OF  
VGI HOLDINGS, LLC  
a Florida Limited Liability Company**

THIS AMENDMENT dated this 5 day of March, 2010, shall constitute the First Amendment to the OPERATING AGREEMENT OF VGI HOLDINGS, LLC, a Florida Limited Liability Company, (a copy of which is attached hereto, incorporated by reference herein, and hereinafter referred to as the "Agreement"). Pursuant to Section 20 (Amendments) of the Agreement, the Members, hereby unanimously agree to amend the OPERATING AGREEMENT OF VGI HOLDINGS, LLC.

**FIRST:** Section 8, Dissolution; Liquidation, is deleted in its entirety, and the following is hereby added in its place and stead:

**8.1. Causes.** The LLC shall be dissolved upon the expiration of its stated term, the written determination of the Member, or the death or withdrawal of the Member.

**8.2. Continuation.** If, within ninety (90) days from the Member's death, withdrawal, or becoming a debtor in bankruptcy, any person assigned the Member's interests in the LLC may elect to continue the LLC, then the LLC shall not be dissolved and it shall continue under this Agreement.

**8.3. Upon Dissolution.** Upon its dissolution, the LLC shall commence to wind up its affairs. The Member shall continue to share in profits and losses during liquidation as the Member did before dissolution. The LLC's assets may be sold, if a price deemed reasonable by the Member can be obtained. The proceeds from liquidation of LLC assets shall be applied as follows:

**8.3.1.** First, all of the LLC's debts and liabilities to persons other than the Member shall be paid and discharged in the order of priority as provided by law;

**8.3.2.** Second, all debts and liabilities to the Member shall be paid and discharged in the order of priority as provided by law;

**8.3.3.** Third, all remaining assets shall be distributed to the Member.

**SECOND:** Section 13 is hereby deleted in its entirety, and the following is hereby added in its place and stead:

**13. Admission, Expulsion, Etc. of Member**

**A. Bankruptcy or Adjudicated Insolvency of Member.** No Member shall withdraw, be expelled, have their Membership interest redeemed, or cease to be a Member of the LLC solely by reason of one or more of the following:

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(i) Due to a voluntary or involuntary petition in bankruptcy by the Member;

(ii) An attempted or actual assignment by the Member of the Member's interest for the benefit of the Member's creditors;

(iii) The adjudication by a Federal or State court that the Member is bankrupt or insolvent;

(iv) Upon an order for relief against the Member in any bankruptcy or insolvency proceeding;

(v) The Member's filing of a petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under Florida or Federal law;

(vi) The Member's filing of an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding of this nature;

(vii) The Member's seeking, consenting to, or acquiescing in the appointment of a trustee, receiver, or liquidator of the Member or of all or any substantial part of the Member's properties; or

(viii) The commencement or continuation of any proceeding against the Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation; or the appointment without the member's consent or acquiescence of a trustee, receiver, or liquidator of the member or of all or any substantial part of the member's properties.

**B. Executory Agreement of Members in Bankruptcy or Receivership.**  
The Members agree that this Agreement constitutes an Executory Agreement with respect to all membership interest issued by the LLC and shall be governed by 11 U.S.C. § 365 in connection with the bankruptcy of the LLC or of any Member because, among other provisions and obligations, this Agreement imposes on each Member the following affirmative duties (each of which constitutes a material unperformed, future obligation):

(i) The duty and obligation not to withdraw or dissociate except as otherwise provided in this Agreement;

(ii) The duty and obligation of good faith and fair dealing;

(iii) The duty and obligation to attend Member meetings and to exercise any voting right granted under this Agreement;

(iv) The duty and obligation not to transfer his, her, or its membership interest in the LLC except in accordance with this Agreement and the Membership Agreement, if any; and

(v) The duty and obligation to abide by the provisions of Florida law governing this Agreement and Limited Liability Companies.

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C. **Assignment.** A Member must acquire the consent of all LLC Members to transfer his or her membership interest; otherwise it is an assignment. An assignee is not allowed to become a new or substituted Member, review the books of the LLC, vote as a Member in the LLC, or exercise any other right or power of a Member."

**THIRD:** The remaining terms and conditions of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Member has signed and sealed the date first noted above.

## MEMBERS:

Jose A. Villamizar  
JOSE A. VILLAMIZAR

Jaime A. Villamizar  
JAIME A. VILLAMIZAR

Nicolas Villamizar  
NICOLAS VILLAMIZAR, TBE

Martha L. Villamizar  
MARTHA L. VILLAMIZAR, TBE

STATE OF FLORIDA )  
 ) ss:  
COUNTY OF MIAMI-DADE )

THE FOREGOING INSTRUMENT was acknowledged before me this 2<sup>th</sup> day of March, 2010, by JOSE A. VILLAMIZAR, who is personally known to me or who has produced Driver's license as identification, and who did take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at South Miami, Miami-Dade County, State of Florida, this 2<sup>th</sup> day of March, 2010.

My Commission Expires:



MARYSOL ROA  
MY COMMISSION # DD 854371  
EXPIRES: February 9, 2013  
Dated: 2008 Notary Public Service

Marysol Roa  
Notary Public, State of Florida at Large

The First Amendment to the  
Operating Agreement  
of VGI HOLDINGS, LLC

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STATE OF FLORIDA                     )  
  ) ss:  
COUNTY OF MIAMI-DADE            )

THE FOREGOING INSTRUMENT was acknowledged before me this 5 day of March, 2010, by JAIME A. VILLAMIZAR, who is personally known to me or who has produced N/A as identification, and who did take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at South Miami, Miami-Dade County, State of Florida, this 5 day of March, 2010.

My Commission Expires:

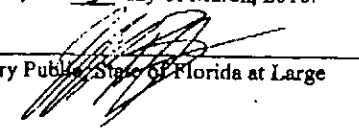
  
Notary Public, State of Florida at Large

STATE OF FLORIDA                     )  
  ) ss:  
COUNTY OF MIAMI-DADE            )

THE FOREGOING INSTRUMENT was acknowledged before me this 5 day of March, 2010, by NICOLAS VILLAMIZAR, Tenants by the Entirety, who is personally known to me or who has produced N/A as identification, and who did take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at South Miami, Miami-Dade County, State of Florida, this 5 day of March, 2010.

My Commission Expires:

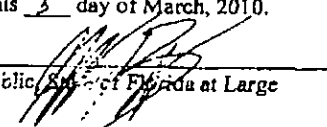
  
Notary Public, State of Florida at Large

STATE OF FLORIDA                     )  
  ) ss:  
COUNTY OF MIAMI-DADE            )

THE FOREGOING INSTRUMENT was acknowledged before me this 5 day of March, 2010, by MARTHA L. VILLAMIZAR, Tenants by the Entirety, who is personally known to me or who has produced N/A as identification, and who did take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at South Miami, Miami-Dade County, State of Florida, this 5 day of March, 2010.

My Commission Expires:

  
Notary Public, State of Florida at Large

The First Amendment to the  
Operating Agreement  
of VGI HOLDINGS, LLC

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