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## FLORIDA LIMITED LIABILITY CO.

olmac, llc

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**ARTICLES OF ORGANIZATION OF  
OLMAC, LLC**

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

④ The undersigned certify that we have associated ourselves together for the purpose of becoming a limited liability company under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit. We further declare that the following Articles shall serve as the Charter and authority for the conduct of business of the limited liability company.

**ARTICLE I  
NAME AND PRINCIPAL PLACE OF BUSINESS**

The name of the limited liability company shall be OLMAC, LLC, and its principal office shall be located at 15145 S.W. 20<sup>th</sup> Lane, Miami, Florida, County of Miami-Dade, State of Florida, 33185, but it shall have the power and authority to move this principal office or establish branch offices at any other place or places as the manager may designate.

**ARTICLE II  
PURPOSES AND POWERS**

A. In addition to the powers authorized by the laws of the State of Florida for limited liability companies, including but not limited to the Limited Liability Company Act, the general nature of the business or businesses to be transacted, and which the limited liability company is authorized to transact, shall be as follows:

1. To engage in any activity or business authorized under the Florida Statutes or by law.
2. In general, to carry on any and all incidental business; to have and exercise all the powers conferred by the laws of the State of Florida, and to do any and all things set forth in these Articles to the same extent as a natural person might or could do.
3. To purchase or otherwise acquire, undertake, carry on, improve, or develop, all or any of the business, good will, rights, assets, and liabilities of any person, firm, association, or corporation carrying on any kind of business of a similar nature to that which this limited liability company is authorized to carry on, pursuant to the provisions of these Articles; and to hold, utilize, and in any manner dispose of the rights and property so acquired.
4. To enter into and make all necessary contracts for its business with any person, entity, partnership, association, corporation, domestic or foreign, or of any domestic or foreign state, government, or governmental authority, or of any political or administrative subdivision, or department, and to perform and carry out, assign, cancel, or rescind any of such contracts.

This Instrument was prepared by:  
Renier Cruz, P.A..  
300 Sevilla Avenue  
Suite 301  
Coral Gables, Florida 33134

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5. To exercise all or any of the limited liability company powers, and to carry out all or any of the purposes, enumerated in these Articles and otherwise granted or permitted by law, while acting as agent, nominee, or attorney-in-fact for any persons or corporations, and perform any service under contract or otherwise for any corporation, joint stock company, association, partnership, firm, syndicate, individual, or other entity, and in this capacity or under this arrangement develop, improve, stabilize, strengthen, or extend the property and commercial interest of the property and to aid, assist, or participate in any lawful enterprise in connection with or incidental to the agency, representation, or service, and to render any other service or assistance it may lawfully do under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit.

6. To do everything necessary, proper, advisable, or convenient for the accomplishment of any of the purposes, or the attainment of any of the objects, or the furtherance of any of the powers set forth in these Articles, either alone or in association with others incidental or pertaining to, or going out of, or connected with its business or powers, provided the same shall not be inconsistent with the laws of the State of Florida.

B. The several clauses contained in this statement of the general nature of the business or businesses to be transacted shall be construed as both purposes and powers of this limited liability company, and statements contained in each clause shall, except as otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other clause. They shall be regarded as independent purposes and powers.

C. Nothing contained in these Articles shall be deemed or construed as authorizing or permitting, or purporting to authorize or permit the limited liability company to carry on any business, exercise any power, or do any act which a limited liability company may not, under Florida laws, lawfully carry on, exercise, or do.

### **ARTICLE III EXERCISE OF POWERS**

A. All limited liability company powers shall be exercised by or under the authority of, and the business and affairs of this limited liability company shall be managed under the direction of one or more manager of this limited liability company.

B. The name and address of the person who shall serve until a successor is elected and qualified by the unanimous vote of the members, is or are as follows: Oscar Miguel Zablah whose address is 15145 S.W. 20<sup>th</sup> Lane, Miami, Florida, 33185.

C. This Article may be amended from time to time in the regulations of the limited liability company by a vote of the majority in interest of the members of the limited liability company entitled to vote thereon.

### **ARTICLE IV MANAGEMENT**

A. The management of the limited liability company shall be vested in one or more managers or classes of managers in accordance with relevant state statute, subject to any provisions in these articles of organization or the operating agreement granting or withholding the management powers or responsibilities of one or more managers or class or classes of managers.

B. A manager shall hold such offices and have such responsibilities accorded to him or her by the members as provided in the operating agreement.

C. The manager shall manage the limited liability company by its affirmative vote or if more than one manager exists, by a majority of the managers, except as provided in the operating agreement.

D. Any action required or permitted to be taken by a vote of the managers or a class of managers may be taken without a vote if all of the managers or all of the managers in such class, as the case may be, consent thereto in writing, and the writing is filed with the records of the limited liability company, except as provided in the operating agreement.

E. Managers of this limited liability company may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, except as otherwise provided in the operating agreement. Such participation shall constitute presence in person at the meeting.

F. Except as provided in the operating agreement, the members shall vote to designate or elect annually the manager or managers of the limited liability company.

G. Each manager shall hold the office and have the terms (which may be unlimited) and responsibilities accorded to him or her by the members and set out in the operating agreement until his or her successor has been elected and qualified or until his or her earlier resignation or removal.

H. Except as provided in the operating agreement, the initial manager shall hold office until the first annual meeting of members and until their successors have been elected and qualified.

I. The number of managers may be increased or decreased by amendment to and in the manner provided in the operating agreement.

J. Except as provided in the operating agreement, any or all managers of this limited liability company may be removed or replaced with or without cause by a vote of the members in proportion to such member's interest of the limited liability company.

K. Except as provided in the operating agreement, a manager may resign at any time by giving written notice to the limited liability company; provided, however, that if the resignation violates any provision contained in the operating agreement or the provision of any contractual agreement between the manager and the limited liability company, the limited liability company may recover from such manager damages for such breach as provided by such operating agreement or contract or by law. The election of a manager shall not of itself create contract rights.

**ARTICLE V  
VACANCIES**

A. Except as provided in the operating agreement, if management of the limited liability company is vested in a group of managers, any vacancies occurring in such group may be filled by the vote of a majority in interest of the members entitled to vote thereon.

B. Except as provided in the operating agreement, a manager chosen to fill a vacancy shall serve the unexpired term of his or her predecessor.

C. Except as provided in the operating agreement, any manager's position made open by reason of an increase in the number of managers shall be filled by the vote of a majority in interest of the members entitled to vote thereon.

D. Except as provided in the operating agreement, a manager chosen to fill a position resulting from an increase in the number of managers shall hold office until the next annual meeting of members or until a successor has been elected and qualified.

**ARTICLE VI  
VOTING**

A. In managing the affairs of the limited liability company, electing managers, or voting on any other matter that requires the vote at a meeting of the members, each member of this limited liability company shall vote in proportion to such member's interest of the limited liability company.

B. Any member may vote in person or by proxy, except as provided in the operating agreement.

C. In any case, the vote of a majority in interest of the members entitled to vote thereon shall be required to:

1. Admit a person as a member and issue such person a membership interest in the limited liability company;

2. Approve the incurrence of indebtedness by the limited liability company other than in the ordinary course of its business; or

3. Except as otherwise provided, adopt, amend, restate, or revoke the articles of organization or operating agreement.

D. Except as provided in the operating agreement, whether or not this limited liability company is managed by the members or by one or more managers, the vote of at least two-thirds in interest of the members entitled to vote thereon shall be required to:

1. Approve the dissolution of the limited liability company in accordance with the relevant state statute;
2. Approve the sale, exchange, lease, mortgage, pledge, or other transfer of all or substantially all of the assets of the limited liability company; or
3. Approve a merger or consolidation of the limited liability company with or into another limited liability company or foreign limited liability company.

E. Notwithstanding anything to the contrary in this section, no applicable provision in either these articles of organization or the operating agreement, as the case may be, that provides for the vote or consent of a percentage in interest of the members or class of members shall be amended without the vote or consent of at least such percentage in interest of the members or such class of members.

F. Whenever any action is to be taken under relevant state statute by the members or a class of members, it shall, except as otherwise required by these articles of organization or the operating agreement, be authorized by a majority in interest of the members' votes cast at a meeting of members by members or such class of members entitled to vote thereon.

#### **ARTICLE VII** **AGENCY, AUTHORITY OF MEMBERS AND MANAGERS**

A. No member, solely by reason of being a member, is an agent of the limited liability company for the purpose of its business except to the extent that authority has been delegated to such member by the manager or managers or by the provisions of the operating agreement; and

B. Every manager is an agent of the limited liability company for the purpose of its business, and the act of every manager, including the execution in the name of the limited liability company of any instrument for apparently carrying on in the usual way the business of the limited liability company, binds the limited liability company, unless (i) the manager acting has in fact no authority to act for the limited liability company in the particular matter, and (ii) the person with whom he or she is dealing has knowledge of the fact that the manager has no such authority.

C. An act of a member or manager that is not apparently for the carrying on of the business of the limited liability company in the usual way does not bind the limited liability company unless authorized in fact by the limited liability company in the particular matter.

D. No act of a member, manager, or other agent of this limited liability company in contravention of a restriction on authority shall bind the limited liability company to persons having knowledge of the restriction.

#### **ARTICLE VIII** **MEMBERSHIP RESTRICTIONS**

- A. The Operating Agreement of the Company shall delineate in greater detail the

restrictions contained herein, as well as other restrictions to be established.

1. Members shall have the right to admit new members by unanimous consent. Contributions required of new members shall be determined as of the time of admission to the limited liability company.

2. A member's interest in the limited liability company may not be sold or otherwise transferred except with unanimous written consent of all members.

3. On the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member, or the occurrence of any other event that terminates the continued membership of a member in the limited liability company, the remaining members shall have the right to continue the business.

4. No member of the Company shall be an agent of the Company solely by virtue of being a member, and no member shall have authority to incur debt or contractual liability on behalf of the Company solely by virtue of being a member.

#### **ARTICLE IX CAPITAL CONTRIBUTIONS**

A. Capital contributions in the amount of \$5,000.00 cash shall be paid to the limited liability company by the initial members. Additional contributions will be made as required for investment purposes or otherwise, as determined by the Manager and approved by a majority of the members pursuant to their interest. Members will make contributions in proportion to the percentage of their capital contribution.

B. The amount of capital each Member has contributed or has agreed to contribute:

Member	Capital Contributed
Oscar Miguel Zablah	60%
Lisset Mahomar de Zablah	10%
Miguel Andres Zablah	10%
Alejandro Miguel Zablah	10%
Cristian Miguel Zablah	10%

#### **ARTICLE X PROFITS AND LOSSES**

A. The members shall be entitled to the net profits arising from the operation of the limited liability company business that remain after the payment of the expenses of conducting the business of the limited liability company. Each member shall be entitled to a distributive share of the profits equal to the percentage of their capital contribution and be paid the distributive share of the profits when, if and as determined by a majority in interest of the members.

B. All losses that occur in the operation of the limited liability company business shall be

paid out of the capital of the limited liability company and the profits of the business, or, if these sources are insufficient to cover such losses, by the members in proportion to the percentage of their capital contribution when, if and as determined by a majority in interest of the members.

#### **ARTICLE XI. DURATION**

This limited liability company shall exist perpetually or until dissolved by the Members, upon an event of dissolution according to the terms of the company's regulations or Operating Agreement or dissolved in a manner provided by law.

#### **ARTICLE XII INDEMNIFICATION**

A. The company shall indemnify any person who is or was a party, who is threatened to be made a party, to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, including all appeals, by reason of the fact that he or she is or was a member, manager, managing member, or employee of the company, or is or was serving at the request of the company as a director, trustee, officer, or employee of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise, against any and all expenses (including reasonable attorney's fees) judgments, decrees, fines, penalties, and amounts paid in settlement, which were actually and reasonably incurred by him or her in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interests of the company, and with respect to any criminal action or proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or plea of nolo contendere, or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interest of the company.

B. The foregoing indemnification shall not apply in the case of an action, suit, or proceeding instituted by one or more members of the company, if the claim, matter, or issue raised therein is determined by a court of competent jurisdiction to have resulted from the negligence or misconduct of the member(s) seeking indemnification; however, that such indemnification shall nonetheless apply if, in view of all of the circumstances of the case, such court shall determine that such member(s) is/are fairly and reasonably entitled to indemnification, with respect to such expenses, judgments, decrees, fines, penalties, and amounts paid in settlement as determined by the court.

C. Expenses of each person indemnified hereunder, incurred in defending against a civil, criminal, administrative, or investigative action, suit or proceeding (including all appeals), or threat thereof, may be paid by the company in advance of the final disposition of such action, suit, or proceeding, as authorized by a majority in interest of the members, upon receipt of an undertaking by such person to repay such amount unless it shall ultimately be determined that he or she is entitled to by indemnification by the corporation.



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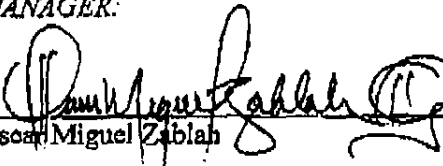
**ARTICLE XIII**  
**INITIAL REGISTERED OFFICE AND REGISTERED AGENT**

The address of the initial registered office of the limited liability company is whose address is 15145 S.W. 20<sup>th</sup> Lane, Miami, Florida, 33185, and the name of the company's initial registered agent at that address is Miguel Andres Zablah.

The undersigned, being the original manager of the limited liability company, certifies that this instrument constitutes the proposed Articles of Organization of OLMAC, LLC.

Executed by the undersigned at Miami, Miami-Dade County, Florida, on this 1<sup>st</sup> day of October, 2010 and acknowledged them to be my act.

MANAGER:

  
Oscar Miguel Zablah

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of October, 2010, by Oscar Miguel Zablah, who did execute the foregoing Articles of Organization as a manager and member and who are personally known to me/or who produced a Driver's License as identification.

MY COMMISSION EXPIRES:



RENER CRUZ  
MY COMMISSION # DD 825120  
EXPIRES: January 3, 2011  
Bonded Thru Notary Public Services

  
NOTARY PUBLIC-STATE OF FLORIDA  
AT LARGE

**ACCEPTANCE OF REGISTERED AGENT**

I hereby am familiar with and accept the duties and responsibilities as registered agent for said limited liability company

  
Miguel Andres Zablah

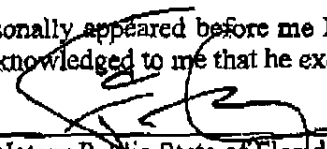
STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

On the 1<sup>st</sup> day of October, 2010, personally appeared before me Miguel Andres Zablah, the signers of the within instrument, who duly acknowledged to me that he executed the same.

My commission expires:



RENER CRUZ  
MY COMMISSION # DD 825120  
EXPIRES: January 3, 2011  
Bonded Thru Notary Public Services

  
Notary Public State of Florida

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