

L13000014598

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



900243919319

01/28/13--01004--027 **125.00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2013 JAN 28 AM 10:59

FILED

N. Culligan JAN 29 2013

(850) 245-6051.

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: 301 Majorca LLC

Name of Limited Liability Company

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

Please return all correspondence concerning this matter to the following:

Renier Cruz, Esq.

Name of Person

Renier Cruz, P.A.

Firm/Company

300 Sevilla Avenue, Suite 301

Address

Coral Gables, Florida 33134

City/State and Zip Code

rc@cruzpa.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Renier Cruz, Esq.

Name of Person

at (305) 443-2772

Area Code & Daytime Telephone Number

Enclosed is a check for the following amount:

☒ \$125.00 Filing Fee

☐ \$130.00 Filing Fee &
Certificate of Status

☐ \$155.00 Filing Fee &
Certified Copy
(additional copy is enclosed)

☐ \$160.00 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

FILED

2013 JAN 28 AM 10:59

**ARTICLES OF ORGANIZATION OF
301 MAJORCA LLC**

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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 301 Majorca LLC, and its principal office shall be located at 9456 N.W. 54th Coral Circle Lane, Doral, County of Miami-Dade, State of Florida, 33178, 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.
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

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

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 as the initial manager until the first annual meeting of members or until his successors has been elected and qualified by the majority in interest vote of the members, is as follows: Eduardo Castro whose address is 9456 N.W. 54th Coral Circle Lane, Doral, Florida 33178.

C. This Article may be amended from time to time in the regulation 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 manager 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 manager 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 manager 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 and if a minor through its natural guardian, 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 a majority in interest vote of the members. 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 written consent by the majority in interest vote of the 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 \$1,000.00 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:

<u>Member</u>	<u>Capital Contributed</u>
Eduardo Castro	97%
Olga Da Silva	1%
Francheska Castro	1%
Eduardo Jose Castro	1%

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

A. 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, agent 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, manager, managing member, agent or employee(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, manager, managing member, agent or employee(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.

ARTICLE XIII. INITIAL REGISTERED OFFICE AND REGISTERED AGENT


The address of the initial registered office of the limited liability company is whose address is 9456 N.W. 54th Coral Circle Lane, Doral, Florida 33178 and the name of the company's initial registered agent at that address is Eduardo Castro.

The undersigned, being the original manager of the limited liability company, certifies that this instrument constitutes the proposed Articles of Organization of 301 Majorca LLC.

Executed by the undersigned at Miami, Miami-Dade County, Florida, on this 12th

day of January, 2013 and acknowledged them to be my act.

MANAGER:



Eduardo Castro

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 17th day of January, 2013, by Eduardo Castro, who did execute the foregoing Articles of Organization of 301 Majorca LLC, as the manager and a member and who is personally known to me ~~or produced~~ as identification.

MY COMMISSION EXPIRES:



RICHARD M. TEJEDA
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE101453
Expires 6/8/2015

STATE OF FLORIDA
COUNTY OF MIAMI-DADE



NOTARY PUBLIC STATE OF FLORIDA

2013 JAN 28 AM 10:59
FILED
STATE OF FLORIDA
MIAMI-DADE COUNTY

ACCEPTANCE OF REGISTERED AGENT

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



Eduardo Castro

On this 17th day of January, 2013, personally appeared before me Eduardo Castro, the signer of the within instrument, who duly acknowledged to me that he executed the same.

MY COMMISSION EXPIRES:



RICHARD M. TEJEDA
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE101453
Expires 6/8/2015



NOTARY PUBLIC STATE OF FLORIDA