

L140000032945

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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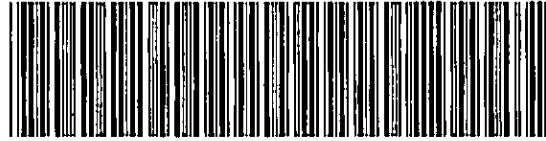
(Business Entity Name)

(Document Number)

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MAR 31 2021

S. YOUNG

FILED  
2021 FEB 10 PM 7:24



February 8, 2021

To whom it may concern,

Enclosed please find a check for a certified copy of the Statement of authority filed for Armaco Investments LLC. We appreciate your assistance

Regards,

A handwritten signature in black ink, appearing to read "Isabel Galvis". The signature is written over a horizontal line.

Isabel Galvis

786 243 6649

TITLE CLOSING DEPARTMENT  
17071 WEST DIXIE HIGHWAY SUITE # 119 NORTH MIAMI BEACH, FL 33160  
SALES: 954-546-1416 – CLOSING: 786-579-0387

STATEMENT OF AUTHORITY

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

FIRST: The name of the limited liability company is: ARMACO INVESTMENTS, LLC

SECOND: The Florida Document Number of the limited liability company is: L14000022945

THIRD: The street address of the limited liability company's principal office is:

16325 GOLF CLUB RD

SUITE-113

WESTON, FL 33326

The mailing address of the limited liability company's principal office is:

C/O 9000 SHERIDAN STREET

SUITE-138

PEMBROKE PINES, FL 33024

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FOURTH: 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 on the following:

1. May execute an instrument transferring real property held in the name of the company.

a. Granted to: MARIA CLAUDIA BENITEZ

b. No authority granted to: \_\_\_\_\_

2. May enter into other transactions on behalf of, or otherwise act for or bind, the company.

a. Granted to: \_\_\_\_\_

b. No authority granted to: \_\_\_\_\_

  
Signature of authorized representative

ARNALDO S. MAGLIONE

Typed or printed name of signature

Filing Fee: \$25.00

Certified Copy: \$30.00 (optional)

- 1.8 **ADMISSION OF ADDITIONAL MEMBERS.** Except as otherwise expressly provided in the Agreement, no additional members may be admitted to Armaco Investments, LLC through issuance by the company of a new interest in the Company without the prior unanimous written consent of the Members or their designees.

## ARTICLE II

### Capital Contributions

- 2.1 **INITIAL CONTRIBUTIONS.** The Members initially may decide to contribute to the Company capital and Armaco Investments, LLC shall keep record of the amount each contributed.
- 2.2 **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to Armaco Investments, LLC's capital.

## ARTICLE III

### Profits, Losses and Distributions

- 3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes Armaco Investments, LLC's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in Armaco Investments, LLC, and as amended from time to time in accordance with Treasury Regulation 1.704-1.
- 3.2 **DISTRIBUTIONS.** The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of Armaco Investments, LLC available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

## ARTICLE IV

### Management

- 4.1 **MANAGEMENT OF THE BUSINESS.** The business shall be managed by the Authorized Members or their designee. They are each fully authorized to transact any business and execute any document on its behalf, without limitations.

- 4.2 **MEMBERS.** Operations of Armaco Investments, LLC's affairs shall be overseen by Mr. Arnaldo S. Maglione and Mrs. Maria C. Borjas.
- 4.3 **POWERS OF MANAGERS.** The Managers and Authorized Members will make decisions as to (a) the sale, development lease or other disposition of Armaco Investments, LLC's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of Armaco Investments, LLC's assets; (d) the borrowing of money and the granting of security interests in Armaco Investments, LLC's assets; (e) the pre-payment, refinancing or extension of any loan affecting Armaco Investments, LLC's assets; (f ) the compromise or release of any of Armaco Investments, LLC's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of Armaco Investments, LLC's business. In the exercise of their management powers, the President is authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.
- 4.4 **NOMINEE.** Title to Armaco Investments, LLC's assets shall be held in the Company's name or in the name of any nominee that the Manager may designate. The Manager shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.
- 4.5 **COMPANY INFORMATION.** Upon request, the Manager shall supply to any additional member information regarding Armaco Investments, LLC or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Manager's possession regarding the Company or its activities. The exercise of the rights contained in this ARTICLE 4.6 shall be at the requesting Member's expense.
- 4.6 **EXCULPATION.** Any act or omission of the Managers, the effect of which may cause or result in loss or damage to Armaco Investments, LLC or the Members if done in good faith to promote the best interests of the Company, shall not subject the Managers to any liability to the Members.
- 4.7 **INDEMNIFICATION.** Armaco Investments, LLC shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of Armaco Investments, LLC) by reason of the fact that he is or was a Member of Armaco Investments, LLC, Manager, employee or agent of Armaco Investments, LLC, or is or was serving at the request of Armaco Investments, LLC, for instant expenses (including attorney's fees), judgments, fines, and amounts paid

in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of Armaco Investments, LLC, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of Armaco Investments, LLC, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

- 4.8 **RECORDS.** The Managers shall cause Armaco Investments, LLC to keep at its principal place of business or at another location agreeable by the Members any records belonging to the entity.

## ARTICLE V

### Compensation

- 5.1 **MANAGEMENT FEE.** Any Manager rendering services to Armaco Investments, LLC shall be entitled to compensation commensurate with the value of such services.
- 5.2 **REIMBURSEMENT.** Armaco Investments, LLC shall reimburse the Managers or Members for all direct out-of-pocket expenses incurred by them in managing the Company.

## ARTICLE VI

### Bookkeeping

- 6.1 **BOOKS.** The Managers shall maintain complete and accurate books of account of the Company's affairs at Armaco Investments, LLC's principal place of business or at another location agreeable by the Members. Such books shall be kept on such method of accounting as the Managers shall select. Armaco Investments, LLC's accounting period shall be the calendar year.
- 6.2 **MEMBER'S ACCOUNTS.** The Managers shall maintain separate capital and distribution accounts for each member. Each member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his initial capital contribution increased by:
- (a) any additional capital contribution made by him/her;
  - (b) credit balances transferred from his distribution account to his capital account; and decreased by:

# **LIMITED LIABILITY COMPANY OPERATING AGREEMENT**

## **FOR**

### **Armaco Investments, LLC**

This Company Agreement of Armaco Investments, LLC organized pursuant to applicable state law, is entered into and shall become effective as of the Effective Date by and among Armaco Investments, LLC and the persons executing this Agreement as Members. It is the Members express intention to create a limited liability company in accordance with the Act, as currently written or subsequently amended or redrafted. Therefore, all provisions of this document shall be construed consistent with the afore described intent of the Members. Accordingly, in consideration of the conditions contained herein, he/she/they agree as follows:

## **ARTICLE I**

### **Company Formation**

- 1.1 **FORMATION.** The Members hereby form a Limited Liability Company ("Company") named Armaco Investments, LLC subject to the provisions of state law as currently in effect as of this date. Articles of Organization were filed with the Secretary of State of the State of Florida on February 10, 2014.
- 1.2 **REGISTERED OFFICE AND AGENT.** The location and name of the registered agent shall be as stated in the Articles of Organization as Maria C. Borjas whose address is 16325 Golf Club Road, Suite 113, Weston, FL 33326.
- 1.3 **TERM.** Armaco Investments, LLC shall continue for a perpetual period.
- 1.4 **CONTINUANCE OF COMPANY.** Notwithstanding the provisions of ARTICLE 1.3, in the event of an occurrence in which the members or designees decide to close Armaco Investments, LLC, Member or Manager designee shall have the right to continue the business of the Company.
- 1.5 **BUSINESS PURPOSE.** Armaco Investments, LLC shall conduct any and all lawful business deemed appropriate to execute the company's objectives.
- 1.6 **PRINCIPAL PLACE OF BUSINESS.** The location of the principal place of business of Armaco Investments, LLC shall be as stated in the Articles of Organization or at a location as the owners select. The principal address is currently listed as 16325 Golf Club Rd. Suite 113, Weston, FL 33326.
- 1.7 **OFFICERS.** The name and place of residence of the Limited Liability Company's officers and members is listed in the Articles of Organization. The organization currently lists Maria C. Borjas and Arnaldo S. Maglione as Authorized Members (AMBR), each with 50% membership interest in the company.

(a) distributions to him/her in reduction of Company capital;

(b) the Member's share of Company losses if charged to his/her capital account.

- 6.3 **REPORTS.** The Managers shall close the books of account after the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

## ARTICLE VII

### Transfers

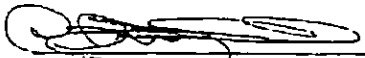
- 7.1 **ASSIGNMENT.** If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of his interest in Armaco Investments, LLC, such Member shall first make a written offer to sell such interest to the other Members at a price determined by mutual agreement. If such other Members decline or fail to elect such interest within thirty (30) days, and if the sale or assignment is made and the Members fail to approve this sale or assignment unanimously then, pursuant to the state law, the purchaser or assignee shall have no right to participate in the management of the business and affairs of the Company. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

### CERTIFICATION OF MEMBERS

The undersigned hereby agree, acknowledge and certify to adopt this Operating Agreement.

Signed this 30<sup>th</sup> day of July, 2019.

 Signature  
Maria C. Borjas

 Signature  
Arnaldo S. Maglione