

L17000066827

(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



000315403700

07/11/18--01023--001 **25.00

18 JUL 11 AM 7:35

n BRUCE
JUL 20 2018

LAW OFFICES OF
Kenneth D. Kossow, Esq.
J.D., LL.M. (Taxation), C.P.A.

1325 Diplomat Parkway
Hollywood, Florida 33019
(305) 450-4886
kkossow@mc.com

General Litigation •
Contract Negotiation •
Estate/Tax Planning/Probate •
Entity Formation/Real Estate •

April 7, 2018

VIA U.S. MAIL DELIVERY

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

Re: BK POWERLINE LLC

To Whom It May Concern:

Enclosed for filing are Amended and Restated Articles of Organization for the above-referenced entity, along with a check payable to the order of the Florida Department of State in the amount of \$25.00 to cover the filing fee.

Please return all correspondence concerning this matter to my attention at the Kenneth D. Kossow, Esq., 1325 Diplomat Parkway, Hollywood, Florida 33019.

Thank you.

Sincerely,

Kenneth D. Kossow

Enclosure

18 APR 11 AM 7:35

BK POWERLINE LLC
ARTICLES OF AMENDMENT AND RESTATEMENT
OF ARTICLES OF ORGANIZATION

The undersigned member, desiring to amend and restate the articles of organization of the limited liability company under and pursuant to the Florida Limited Liability Company Act, Chapter 605, Florida Statutes, does hereby adopt the following Articles of Amendment:

1. The name of the limited liability company is **BK POWERLINE LLC** (the "Company").
2. The Articles of Organization of the Company were filed on March 23, 2017 (Document #L17000066827).
3. The Articles of Organization of the company are **hereby amended and restated as follows:**

ARTICLE I. NAME / FILING DATE

The name of limited liability company is **BK POWERLINE LLC** (the "Company"). Articles of Organization of the Company were filed on March 23, 2017 with an effective date of March 23, 2017, and assigned Document #L17000066827.

ARTICLE II. ADDRESS

The principal office and mailing address of the Company is:

5300 Powerline Road, Suite 210
Ft. Lauderdale, Florida 33309

ARTICLE III. REGISTERED AGENT AND OFFICE

The Company designates 5300 Powerline Road, Suite 210, Ft. Lauderdale, Florida 33309 as the street address of the initial registered office of the Company and names Lainie Solomon the Company's initial registered agent at that address to accept service of process within this state.

ARTICLE IV. MANAGEMENT

The Company is to be managed by one manager and is, therefore, a manager-managed company. The name and address of the manager (MGR) is -

DAVID GOLDFARB
5300 Powerline Road, Suite 210
Ft. Lauderdale, Florida 33309

ARTICLE V. DURATION AND CONTINUATION

The period of the Company's duration shall commence with the filing of these Articles of Organization with the Secretary of State, and shall continue perpetually, unless terminated by the written agreement of a majority of ownership interest.

ARTICLE VI. PURPOSE

The purpose for which the Company is being formed is to engage in any activity or business permitted under the laws of the United States and the State of Florida.

18 JUL 1 AM 7:33

ARTICLE VII. ADDITIONAL MEMBERS


Additional Members may be admitted upon the approval of a majority of the ownership interest of the Company, upon the written application of such new Member.

ARTICLE VIII. EFFECTIVE DATE

The effective date of these Amended and Restated Articles of Organization shall be the date that they are filed with the Florida Department of State.

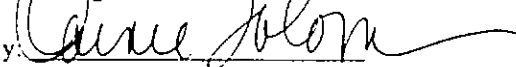
IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 2nd day of July, 2018.

DUNKIN PROPERTIES LLC

By: 

Name: David Goldfarb

Its: Manager

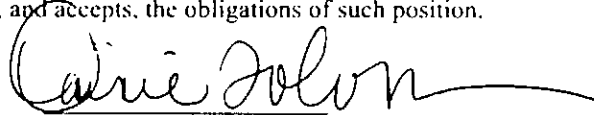
By: 

Name: Lainie Solomon

Its: Manager

ACCEPTANCE OF REGISTERED AGENT

The undersigned agrees to act as registered agent for the Company named above, to accept service of process at the place designated in these Articles of Organization, and to comply with the provisions of Chapter 605, Florida Statutes, and acknowledges that he is familiar with, and accepts, the obligations of such position.



Lainie Solomon

Dated: July 2, 2018

18 JUL 11 AM 7:39

MEMBER INTERESTS ASSIGNMENT AGREEMENT

THIS MEMBER INTERESTS ASSIGNMENT AGREEMENT (the "**Agreement**") is made and entered into effective as of the 2nd day of July 2018, by and among JOSEPH SABGA ("**Assignor Member**"), DUNKIN PROPERTIES LLC, a Florida limited liability company ("**Assignee Member**"), DAVID GOLDFARB, and BK POWERLINE LLC, a Florida limited liability company ("**Company**").

WHEREAS, Company was organized under the laws of the State of Florida on March 23, 2017 for the sole and exclusive purpose of acquiring title to the following real estate (the "**Property**"): Condominium Unit No. 12, POWERLINE INDUSTRIAL CENTER COMMERCIAL CONDOMINIUM, a Condominium, together with an undivided interest in the common elements, according to the Declaration of Condominium thereof, as recorded in Official Records Book 51149, Page 802, as amended from time to time, of the Public Records of Broward County, Florida;

WHEREAS, Company has at all times maintained good and marketable unencumbered title in and to the Property;

WHEREAS, Assignor Member has, at all times through and including the date hereof, remained the sole owner and manager of Company, with full authority to execute this Agreement on behalf of Company. No member interest certificates were authorized or issued by Company, Company has not incurred any debt or liabilities of any nature, and Assignor Member's interest in Company has not, at any time, been encumbered in any manner whatsoever;

WHEREAS, Assignee Member was organized under the laws of the State of Florida on May 23, 2014 for the purpose of acquiring and holding title to real estate, and is 100% owned by David Goldfarb;

WHEREAS, David Goldfarb paid Assignor Member \$40,000 for the purchase of the Property, and David Goldfarb and Assignor Member have agreed that David Goldfarb is to take title to the Property indirectly through Assignor Member's transfer of his entire (100%) member interest in Company to Assignee Member;

WHEREAS, Assignor Member, therefore, wishes to transfer all of his right, title, and interest in and to Company (the "**Member Interests**") to Assignee Member, and to have Assignee Member admitted as the substitute member under the Florida Limited Liability Company Act (the "**Act**") and granted full member rights in Company as to the assigned Member Interests. Assignee Member wishes to accept the assignment of the Member Interests, and to be admitted as a member under the Act as to the assigned Member Interests; and

WHEREAS, Assignor Member, individually and in his capacity as Manager of Company, wishes to consent to the assignment of Member Interests by Assignor Member to Assignee Member, and the admission of Assignee Member as the substitute member under the Act as to the assigned Member Interests.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties hereto hereby agree as follows:

1. **Recitals**. The above recitals are true and correct as of the date of this Agreement, and are hereby incorporated by referenced herein.

2. **Assignment of Member Interests**. Assignor Member, pursuant to the provisions of the Act, hereby assigns all of Assignor Member's rights, title, and interest as a member of Company to Assignee Member (the "**Assignment**"). Assignee Member hereby accepts the Assignment.

3. **Admission of Assignee Members**. Assignee Member shall be admitted as a substitute Member under the Act as to the assigned Member Interests as of the date first written above, as the assignment is hereby made in accordance with all applicable laws and regulations. The Assignment and notification thereof shall be deemed filed with Company also effective as of the date first written above.

4. **Assignee Members' Acceptance of Admission**. By executing this Agreement, Assignee Member accepts and agrees to be bound by the terms and provisions of the Act as to the assigned Member Interests.

5. **Company and Member Consent.** Assignor Member and Company hereby consent to the Assignment, and the admission of Assignee Member as the substitute member under the Act effective as of the date first written above, and further waive any restrictions or limitations thereto to the limited extent required to give effect to the Assignment and substitution contemplated herein.

6. **Applicable Law; Counterparts.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Florida. This Agreement may be executed in several counterparts and all counterparts so executed will constitute one agreement binding on all of the parties, notwithstanding that all of the parties have not signed the original or the same counterpart. The parties further agree that electronic signatures, photocopies, and facsimiles of signed documents shall have same validity as the originals.

7. **Entire Agreement.** The Assignments embody the final, complete, and exclusive expression of the understanding among the parties and supersede any prior or contemporaneous agreement or representation, oral or written, by any of them.


IN WITNESS WHEREOF, the parties hereto hereby execute this Member Interest Assignment Agreement as of date first written above.

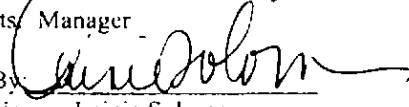
ASSIGNOR MEMBER:


JOSEPH SABGA

ASSIGNEE MEMBER:

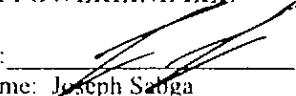
DUNKIN PROPERTIES LLC

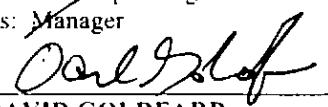
By: 
Name: David Goldfarb
Its: Manager

By: 
Name: Lainie Solomon
Its: Manager

COMPANY:

BK POWERLINE LLC

By: 
Name: Joseph Sabga
Its: Manager


DAVID GOLDFARB

Any Documentary Stamp Tax and any other taxes or fees whatsoever related to this Assignment Agreement shall be the sole responsibility of the Assignee Member and/or its Manager, David Goldfarb.

(JS)

(DG)

(LS)