

L180000083001

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

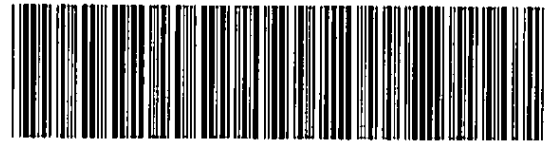
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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JANUARY 17, 2020

Statement  
of  
Authorities

OCT 03 2020

D CUSHING

COVER LETTER

TO: Registration Section  
Division of Corporations

SUBJECT: RUN STONE LLC

\_\_\_\_\_  
Name of Limited Liability Company

Dear Sir or Madam:

The enclosed Statement of Authority and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

ERIC J. GRABOIS, ESQ.

\_\_\_\_\_  
Name of Person

ERIC J. GRABOIS, P.L.

\_\_\_\_\_  
Firm/Company

1666 79TH STREET CAUSEWAY, SUITE 500

\_\_\_\_\_  
Address

NORTH BAY VILLAGE, FLORIDA 33141

\_\_\_\_\_  
City/State and Zip Code

eric@graboislaw.com

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

For further information concerning this matter, please call:

Rebecca Bristol-Sanchez

\_\_\_\_\_  
Name of Person

305

\_\_\_\_\_  
Area Code

891-2029

\_\_\_\_\_  
Daytime Telephone Number

**Mailing Address:**

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

**Street Address:**

Registration Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

REC'D  
STATE  
SECRETARY OF  
CORPORATIONS  
20 AUG 17 11:12

### 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: RUN STONE LLC

**SECOND:** The Florida Document Number of the limited liability company is: L18000083001

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

170 SE 14TH STREET

SUITE 1002

MIAMI, FL 33131

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

170 SE 14TH STREET

SUITE 1002

MIAMI, FL 33131

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CLERK OF COURT

**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.

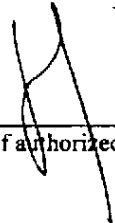
a. Granted to: N/A

b. No authority granted to: N/A

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

a. Granted to: Rebecca Bristol-Sanchez - full authority and power to sign all documents to sell & convey company's mortgage loan @ ORB31200/P101

b. ☒ authority granted to: company does grant full power & authority to execute and deliver to Yanan, LLC all mtg loan docs ref above

  
\_\_\_\_\_  
Signature of authorized representative

Radj Koytcha

\_\_\_\_\_  
Typed or printed name of signature

Filing Fee: **\$25.00**

Certified Copy: **\$30.00 (optional)**

**UNANIMOUS WRITTEN CONSENT OF THE MEMBERS AND MANAGER IN  
LIEU OF SPECIAL MEETING THEREOF**

**Run Stone LLC, a Florida limited liability company**

The undersigned, being the sole manager ("Manager") and sole two members ("Members") of Run Stone LLC, a Florida limited liability company ("Seller"), in accordance with applicable law and the current organizational documents of the Seller do hereby consent to the adoption of, and hereby adopt, the following Resolutions and the actions specified therein under this written consent ("Written Consent"):

WHEREAS, the Seller is the owner and holder of the following instruments:

1. Promissory Note (the "Note") in the original principal amount of \$2,000,000.00 (the "Loan") dated July 31, 2018, executed by 7715 Little River Gardens, LLC (the "Borrower") in favor of Run Stone LLC, a Florida limited liability company ("Run Stone"), including the original wet-ink signed Note;
2. Mortgage and Security Agreement (the "Mortgage") dated July 31, 2018, executed by the Borrower, as well as by NYC Brasserie, LLC and My Little Bike Shop, LLC (collectively, as "Guarantor") as the Mortgagor in favor of Run Stone as the Mortgagee, recorded in Official Records Book 31200, Page 101 of the Public Records of Miami-Dade County, Florida.
3. Assignment of Leases and Rents (the "ALR") dated July 31, 2018, executed by the Borrower as the Assignor in favor of Run Stone as the Lender, recorded in Official Records Book 31200, Page 121 of the Public Records of Miami-Dade County, Florida.
4. UCC-1 Financing Statement (the "UCC") from Borrower to Run Stone recorded in Official Records Book 31200, Page 129 of the Public Records of Miami-Dade County, Florida.
5. Loan Agreement (the "Loan Agreement") executed July 31, 2018, between the Borrower, Guarantor and Run Stone.
6. Personal Guaranty (the "Bike Shop Guaranty") dated July 31, 2018, executed by My Little Bike Shop, LLC (the "Bike Shop Guarantor") in favor of Run Stone.
7. Personal Guaranty (the "NYC Guaranty") dated July 31, 2018, executed by NYC Brasserie, LLC (the "NYC Guarantor") in favor of Run Stone.

The foregoing Note, Mortgage, ALR, UCC, Loan Agreement, Bike Shop Guaranty, NYC Guaranty, and all other documents executed in connection with or

otherwise arising from the Loan may hereinafter collectively be referred to the "Loan Documents."

WHEREAS, Manager and Members deem it advisable and in the best interests of Seller to sell, assign and convey all of Seller's right, title and interest in and to the Loan Documents to Buyer (defined below) pursuant to the terms of a Loan Sale Agreement to be entered into between the Seller and Buyer, and to execute and deliver all documents related thereto, including without limitation, a Loan Sale Agreement, Allonge to the Note, Assignment of Mortgage and Other Loan Documents, Assignment of Other Loan Documents and Other Contracts, Statement of Authority, the original wet-ink signed Note, affidavits, instruments, disclosures, acknowledgements and all other documents of every kind related to the Loan Sale Agreement or the transactions contemplated thereby (the "Closing Documents"); and

NOW, THEREFORE, IT IS:

RESOLVED, that the Seller, be, and Seller hereby is, authorized, empowered and directed, and **Rebecca Bristol-Sánchez**, as duly appointed and authorized signing agent of Seller (the "Authorized Agent"), acting alone on behalf of the Seller (and without the need for any further joinders, approvals, consents or waivers), be, and hereby is, authorized, empowered and directed, to execute and deliver the Closing Documents to **YANAN, LLC, a Florida limited liability company** (the "Buyer"), and to perform and/or cause to be performed the Seller's obligations under, (a) the Loan Sale Agreement; and (b) any and all future renewals, modifications, substitutions, extensions, amendments and supplements of any or all of the Closing Documents to which the Seller is a party, in each case in such form, and upon such terms and conditions, as shall be approved by and in the sole discretion of the Authorized Agent (or Manager, by its manager as reflected on the records of the Florida Secretary of State);

RESOLVED, that the Authorized Agent, acting alone hereby is, authorized, empowered and directed, on behalf of the Seller, to do or take any and all such further acts, actions, and things, including but not limited to filing the Statement of Authority with the Florida Secretary of State and recording the recordable Assignment of Mortgage and Other Loan Documents, and delivering all of the Loan Documents to Buyer, and to execute and deliver to Buyer (or such other persons related to the sale of the Loan Documents) all such further agreements, instruments and other documents, and to pay any and all such fees, costs, expenses and taxes, as in such Authorized Agent's sole judgment shall be deemed necessary, desirable and/or appropriate in connection with, and/or incidental to or in furtherance of, the consummation of the Loan Sale Agreement and the execution, delivery and/or performance, as applicable, of each of the Closing Documents to which the Seller is a party and the transactions contemplated thereby and/or in order to fully carry out the intent and accomplish the purposes of all of the foregoing Resolutions, and each of them, and any such

act, action, payment, execution or delivery shall be deemed conclusively approved by the Manager, Members and Seller;

RESOLVED, that the taking of any action or the execution and delivery of any document authorized by the foregoing Resolutions in the name and on behalf of the Seller by the Authorized Agent (or by Manager, by its manager as reflected on the records of the Florida Secretary of State) be deemed, and it hereby is authorized and empowered to be deemed, conclusive proof of the approval thereof by the Manager, Members and Seller;

RESOLVED, that the authorities hereby conferred shall be deemed retroactive, and any and all acts authorized herein that were performed prior to the adoption of these Resolutions be, and they hereby are, approved, ratified and confirmed in all respects; and

RESOLVED, that these Resolutions be used to, among other things, induce Buyer to enter into the Loan Sale Agreement and consummate the transactions contemplated thereby, and that these Resolutions shall remain in full force and effect until written notice of their amendment or rescission has been received by Buyer and receipt of such notice has been specifically acknowledged by Buyer and that receipt and acknowledgement of such notice shall not affect any action taken by or transaction by and between or among Buyer and the Seller prior to receipt and acknowledgement by Buyer of such notice, and these Resolutions are and shall be maintained within the records of the Seller, Manager and Members.

This Consent and the performance of the Loan Sale Agreement and the Closing Documents are not inconsistent with the respective current articles of organization/formation or operating/governing agreements of the Seller, Manager or Members or any of their respective members or managers (and any conditions or requirements contained therein have been duly met and approved), and to the extent of any inconsistencies, such inconsistent provisions are hereby waived and/or amended to confirm to this Consent and the resolutions herein. This Consent may be recorded and/or attached to the Statement of Authority when filed.

This Written Consent may be executed in as many counterparts as may be required; all counterparts shall collectively constitute one and the same Written Consent. The parties agree that this agreement may be electronically or digitally signed. The signatories hereto agree that electronic or digital signatures appearing on this agreement are the same as original wet-ink handwritten signatures for the purposes of validity, enforceability, and admissibility.

{SIGNATURES TO FOLLOW}

IN WITNESS WHEREOF, the Sole Member has executed this Written Consent effective as of August 6, 2020.

**Run Stone LLC, a Florida limited liability company**

**SOLE MEMBERS OF RUN STONE LLC:**

**FIRST STONE REUNION LLC, A FLORIDA LIMITED LIABILITY COMPANY**

By KOYTCHA IMMO USA LLC, a Florida member-managed limited liability company, its sole manager, by all of its members below

By: \_\_\_\_\_  
RADJ KOYTCHA, Member

By: \_\_\_\_\_  
KOURESH KOYTCHA, Member

By: \_\_\_\_\_  
SALIM KOYTCHA, Member

By: \_\_\_\_\_  
CORINE KOYTCHA, Member

By: \_\_\_\_\_  
SONIA KOYTCHA, Member

**RUN 2 USA LLC, A FLORIDA LIMITED LIABILITY COMPANY**

By KOYTCHA IMMO USA LLC, a Florida member-managed limited liability company, its sole manager, by all of its members below

By: \_\_\_\_\_  
RADJ KOYTCHA, Member

By: \_\_\_\_\_  
KOURESH KOYTCHA, Member

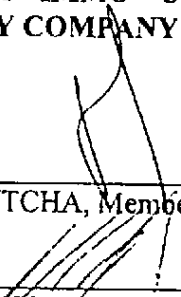
By: \_\_\_\_\_  
SALIM KOYTCHA, Member


By: \_\_\_\_\_  
CORINE KOYTCHA, Member

By: \_\_\_\_\_  
SONIA KOYTCHA, Member

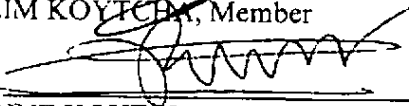
**SOLE MANAGER OF RUN STONE LLC:**


**KOYTCHA IMMO USA LLC, A FLORIDA MEMBER-MANAGED LIMITED LIABILITY COMPANY, by all of its members below**

By:   
RADJ KOYTCHA, Member

By:   
KOURESH KOYTCHA, Member

By:   
SALIM KOYTCHA, Member

By:   
CORINE KOYTCHA, Member

By:   
SONIA KOYTCHA, Member