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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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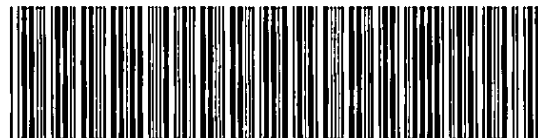
(Business Entity Name)

(Document Number)

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11/13/18 DS

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: REGO & CASTRO MANAGEMENT LLC
Name of Limited Liability Company

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

Please return all correspondence concerning this matter to the following:

GARRY NELSON, ATTORNEY AT LAW

Name of Person

LAW OFFICE OF GARRY NELSON

Firm/Company

1401 BRICKELL AVE SUITE 825

Address

MIAMI FL 33131

City/State and Zip Code

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

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For further information concerning this matter, please call:

GARRY NELSON

Name of Person

at (305) 374-2002

Area Code

Daytime Telephone Number

Enclosed is a check for the following amount:

☒ \$25.00 Filing Fee

☐ \$30.00 Filing Fee &
Certificate of Status

☐ \$55.00 Filing Fee &
Certified Copy
(additional copy is enclosed)

☐ \$60.00 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

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF**

REGO & CASTRO MANAGEMENT LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on 04/20/2018 and assigned
Florida document number L18000100056.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

The new name must be distinguishable and contain the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

501 NE 31 ST

UNIT 1408

MIAMI, FL 33137

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

New Registered Office Address:

Enter Florida street address

Florida

City

Zip Code

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

If Changing Registered Agent, Signature of New Registered Agent

If amending Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

MGR = Manager

AMBR = Authorized Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
MGR	LUCAS DE CASTRO, JOAQUIM	501 NE 31 ST	<input type="checkbox"/> Add
		UNIT 1408	<input type="checkbox"/> Remove
		MIAMI, FL 33137	<input checked="" type="checkbox"/> Change
AMBR	ERNESTO DO REGO, MARIA HELENA	501 NE 31 ST	<input type="checkbox"/> Add
		UNIT 1408	<input checked="" type="checkbox"/> Remove
		MIAMI, FL 33137	<input type="checkbox"/> Change
AMBR	DO REGO CASTRO, LUCAS ERNESTO	501 NE 31 ST	<input type="checkbox"/> Add
		UNIT 1408	<input checked="" type="checkbox"/> Remove
		MIAMI, FL 33137	<input type="checkbox"/> Change
AMBR	DO REGO CASTRO, CAIO ERNESTO	501 NE 31 ST	<input type="checkbox"/> Add
		UNIT 1408	<input checked="" type="checkbox"/> Remove
		MIAMI, FL 33137	<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change

D. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

EIN NUMBER: 32-0566499

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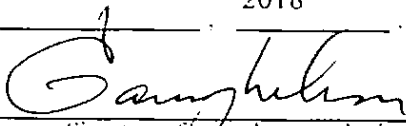
E. Effective date, if other than the date of filing: _____ (optional)

(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of:
(b) The 90th day after the record is filed.

Dated October 26 2018



Signature of member or authorized representative of a member

GARRY NELSON, ATTORNEY AT LAW

Typed or printed name of signee

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**FIRST AMENDED AND RESTATED
Operating Agreement of
Rego & Castro Management LLC,
a Florida limited liability company**

FOR
INFORMATION
PURPOSES
ONLY.

NOT
FOR
FILING.

I. Formation.

A. State of Formation. This is a limited liability company Operating Agreement (the "Agreement") for Rego & Castro Management LLC, a manager-managed Florida limited liability company (the "Company") formed under and pursuant to Florida law.

B. Operating Agreement Controls. To the extent that the rights or obligations of the Members or the Company under provisions of this Operating Agreement differ from what they would be under Florida law absent such a provision, this Agreement, to the extent permitted under Florida law, shall control.

C. Primary Business Address. The location of the primary place of business of the Company is:

501 NE 31st ST, Unit 1408, Miami, Florida 33137, or such other location shall be selected from time to time by the Members.

D. Registered Agent and Office. The Company's initial process is IRON THRONE INVESTMENTS LLC. The A Congress Ave, Ste 267, Boynton Beach, Florida 33426. T office, its registered agent, or both, upon filing a statement

E. No State Law Partnership. No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than state tax purposes.

II. Purposes and Powers.

A. Purpose. The Company is created for the following business purpose:

Real Estate acquisition and management

B. Powers. The Company shall have all of the powers of a limited liability company set forth under Florida law.

C. Duration. The Company's term shall commence upon the filing of an Articles of Organization and all other such necessary materials with the state of Florida. The Company will operate until terminated as outlined in this Agreement unless:

1. A majority of the Members vote to dissolve the Company;
2. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by Florida law;

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partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. No Member shall have any interest in any specific assets of the Company.

J. Compensation of Members. The Members shall have the authority to fix the compensation of individual Members. All Members may be paid their expenses, if any, of attendance at meetings of the Members, which may be a fixed sum for attendance at each meeting of the Members or a stated salary as a Member. No such payment shall preclude any Member from serving the Company in any other capacity and receiving compensation therefor.

K. Manager as Agent. The Manager, Joaquim Lucas de Castro, is the agent of the Company for the purpose of its business. An act of any Manager, including the signing of an instrument in the Company's name, binds the Company where the Manager executed the act for apparently carrying on the Company's business or business of the kind carried on by the Company in the ordinary course, unless the Manager had no authority to act for the Company in the particular matter and the person with whom the Manager was dealing knew or had notice that the Manager lacked authority. An act of a Manager binds the Company, however, even where the Manager executed the act not apparently for carrying on the Company's business or business of the kind carried on by the Company in the ordinary course only if the act was authorized by the Member(s).

IV. Accounting and Distributions.

A. Fiscal Year. The Company's fiscal year shall end on the last day of December.

B. Records. All financial records including tax returns and financial statements will be held at the Company's primary business address and will be accessible to all Members.

C. Distributions. Distributions shall be issued on an annual basis, based upon the Company's fiscal year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. Each Member shall receive a percentage of the overall distribution that matches that Member's percentage of Membership Interest in the Company.

V. Tax Treatment Election.

The Company may, upon advice of an accountant, file Form 8832 with the Internal Revenue Service requesting treatment of the Company as a C-corporation.

VI. Dissolution.

A. Limits on Dissolution. The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established in Section II (C) above.

Notwithstanding any other provision of this Agreement, the Bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

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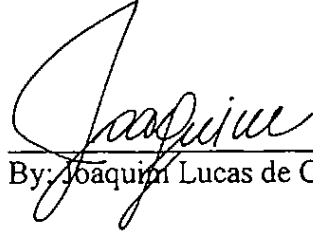
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agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

IN WITNESS WHEREOF, the Member and the Company, represented by its Manager have executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of September 14, 2018.

BEEKMAN VENTURE CAPITAL LTD., a BVI company

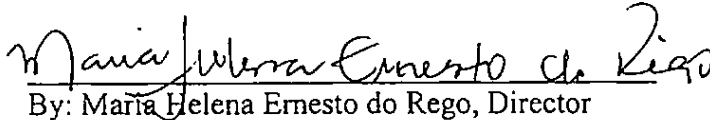
Signature:



By: Joaquim Lucas de Castro, Director

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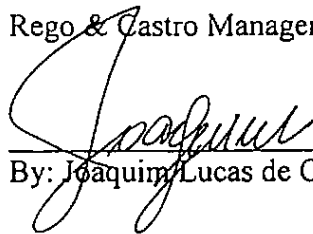
Signature:



By: Maria Helena Ernesto do Rego, Director

Rego & Castro Management LLC

Signature:



By: Joaquim Lucas de Castro, Manager