

L190000 62413

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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(Business Entity Name)

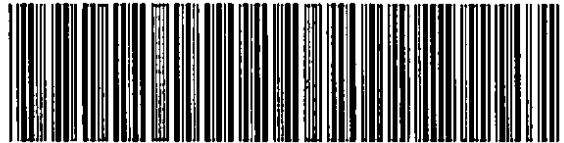
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FLORIDA DEPARTMENT OF STATE  
Division of Corporations

June 23, 2020

RONALD L. SIEGEL  
2255 GLADES ROAD  
SUITE 414E  
BOCA RATON, FL 33431

SUBJECT: VIDA HOLDINGS REAL ESTATE, LLC  
Ref. Number: L19000062413

We have received your document and check(s) totaling \$25.00. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

Please include the exhibit(s) referred to in your document.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Querida R Moore  
Regulatory Specialist II

Letter Number: 020A00012371



Ronald L. Siegel | Partner  
ronald.siegel@brinkleymorgan.com

*Board Certified in Wills, Trusts and Estates  
Masters of Law in Taxation (LL.M)*

One Financial Plaza  
100 SE 3<sup>rd</sup> Avenue, 23<sup>rd</sup> Floor  
Fort Lauderdale, Florida 33394  
(954) 522-2200  
(954) 522-9123 Facsimile

2255 Glades Road, Suite 414E  
Boca Raton, FL 33431  
(561) 241-3113  
(561) 241-3226 Facsimile

319 Clematis Street, Suite 612  
West Palm Beach, FL 33401  
(561) 665-4181

[www.brinkleymorgan.com](http://www.brinkleymorgan.com)

Please reply to Boca Raton

June 6, 2020

**VIA FEDEX DELIVERY:**

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

**Re: VIDA HOLDINGS REAL ESTATE, LLC  
Document No.: L19000062413**

Dear Sir or Madam:

In response to the enclosed letter dated June 23, 2020 (Letter No.: 020A00012371), enclosed for filing please find the original Restatement of Articles of Organization in connection with the above-referenced entity along with Exhibits A and B.

If you should have any questions regarding this matter, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Ronald L. Siegel".

RONALD L. SIEGEL

RLS/grr  
Enclosures  
[278] 018652-18001



**Ronald L. Siegel | Partner**

ronald.siegel@brinkleymorgan.com

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www.brinkleymorgan.com

**Please reply to Boca Raton**

May 27, 2020

**VIA FEDEX DELIVERY:**

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

**Re: VIDA HOLDINGS REAL ESTATE, LLC  
Document No.: L19000062413**

Dear Sir or Madam:

Enclosed for filing please find the original Restatement of Articles of Organization in connection with the above-referenced entity along with a check payable to the Florida Department of State for \$25.00.

If you should have any questions regarding this matter, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink that reads "Ronald L. Siegel". The signature is written in a cursive, flowing style.

RONALD L. SIEGEL

RLS/grr  
Enclosures  
[278] 018652-18001

**RESTATEMENT OF ARTICLES OF ORGANIZATION**

**FOR**

**FLORIDA LIMITED LIABILITY COMPANY**

The present name of the Limited Liability Company is VIDA HOLDINGS REAL ESTATE, LLC, which was organized by filing Document Number L19000062413 dated March 4, 2019. The Articles are hereby restated as follows:

**ARTICLE I**

The name of the Limited Liability Company is VIDA HOLDINGS REAL ESTATE, LLC.

**ARTICLE II**

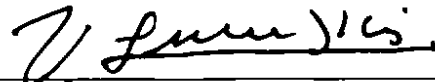
The street address of the principal office of the Limited Liability Company is 4512 Seagrape Drive, Unit 1-2, Lauderdale-by-the-Sea, Florida 33308.

The mailing address of the Limited Liability Company is 4512 Seagrape Drive, Unit 1-2, Lauderdale-by-the-Sea, Florida 33308.

**ARTICLE III**

The name and the Florida street address of the Florida Registered Agent is VIDA LUKAUSKIS, 4512 Seagrape Drive, Unit 1-2, Lauderdale-by-the-Sea, Florida 33308.

Having been named as Registered Agent to accept process for the above Limited Liability Company at the place designated in this Certificate, I hereby agree to act in this capacity and agree to comply with the provisions of all Statutes relative to the proper and complete performance of my duties.



VIDA LUKAUSKIS, Registered Agent

**ARTICLE IV**

The name and address of person(s) authorized to manage the Limited Liability Company is VIDA LUKAUSKIS, Manager, 4512 Seagrape Drive, Unit 1-2, Lauderdale-by-the-Sea, Florida 33308.

**ARTICLE V**

The effective date for this Limited Liability Company shall be February 26, 2019.

The effective date for this Restatement of Articles of Organization shall be January 1, 2020.

#### ARTICLE VI

This Restatement of Articles of Organization removes YANINA LUKAUSKIS as manager and appoints VIDA LUKAUSKIS as manager, as reflected on the attached Exhibit A and Exhibit B, respectively.

I am the manager and authorized representative submitting this Restatement of Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the Limited Liability Company and every year thereafter to maintain "active" status.

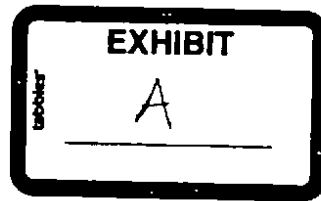
MANAGER:



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VIDA LUKAUSKIS

May 16, 2020



**AMENDED AND RESTATED OPERATING AGREEMENT OF  
VIDA HOLDINGS REAL ESTATE, LLC**

This **AMENDED AND RESTATED OPERATING AGREEMENT** (the "Agreement") effective as of the 10/12 day of 2019, is entered into by and between **VIDA HOLDINGS REAL ESTATE, LLC**, a Florida limited liability company, (the "Company") and **VIDA LUKAUSKIS** (the "Member").

**WHEREAS**, the Initial Member of the Company is **DANUTE BUZENAS DE LUKAUSKIS**, individually;

**WHEREAS**, on or around the 10 day of December 2019 **DANUTE BUZENAS DE LUKAUSKIS** unconditionally and irrevocably assigned and transferred all right, title and interest in One Hundred Percent (100%) Membership Interest in the Company to **VIDA LUKAUSKIS**, individually

**ARTICLE I  
ORGANIZATION AND DEFINITIONS**

1.01. **Organization.** The management of the Company shall be reserved or carried out by the Manager (the "Manager"). The Manager need not be a Member of the Company. The Company shall be governed by the laws of the State of Florida in accordance with this Agreement.

1.02. **Principal Office.** The principal office of the Company will be such location as may be determined by the Manager.

1.03. **Term.** The Company's existence will continue perpetually unless it is sooner terminated by agreement of its Member.

**ARTICLE II  
PURPOSES AND BUSINESS OF THE COMPANY**

2.01. **Purposes of the Company.** The Company has been formed for the purpose of carrying out any and all lawful activities.

2.02. **Authority of the Company.** To carry out its purposes, the Company, consistent with and subject to the provisions of this Agreement and all applicable laws, is empowered and authorized to do any and all acts and things incidental to, or necessary, appropriate, proper, advisable, or convenient for, the furtherance and accomplishment of its purposes.

**ARTICLE III  
THE MEMBER AND LIMITED LIABILITY**

3.01. **Member; Limited Liability.** The Member of the Company is **VIDA LUKAUSKIS**. Said Member is the sole owner of the Company. The Member shall not have any liability whatsoever in its capacity as a Member, whether to the Company, or to the creditors of the Company, for the debts, liabilities, contracts, or any other obligations of the Company, or for any losses of the Company.

3.02. **Creditor Remedy.** None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditor of the Company. In the event a Member shall have any creditors, whether in bankruptcy or otherwise, the sole remedy for such creditor against such Member shall be a charging order against such Member's Membership Interest. Thus, such creditor shall not be entitled to force distributions of any Membership Assets and is not entitled to foreclose

on any Membership Interest held by the Member or the Membership. Such charging order does not allow the creditor to become a member of the Company. No Member shall have the ability to assign the Member's Membership Interest to any creditor. No creditor of any Member may force a distribution or partition of assets to themselves or force the removal of any Manager of the Company, whether in bankruptcy or otherwise. In the case of any assignee or charging lien creditor, they may never assume management rights or control over the entity. Their rights will be solely limited to economic remedies, such as distributions of cash or property from the company as provided for under Florida law.

#### **ARTICLE IV MANAGEMENT**

**4.01. Management Power of Manager.** The Manager is hereby granted the right, power, and authority to do on behalf of the Company all things which are necessary or appropriate to manage the Company's affairs and fulfill the purposes of the Company. Any and all persons dealing with the Company shall have the right to rely upon the actions of the Manager to bind the Company by their action or signatures and the Manager need not obtain any written consent or permission from the Member to so bind the Company.

**4.02. Duties and Obligations of the Manager.** The Manager shall take all action which may be necessary or appropriate for the continuation of the Company's valid existence as a limited liability company under the laws of the State of ~~FLORIDA~~ and of each other jurisdiction in which such existence is necessary to protect the limited liability of the Member or to enable the Company to conduct the business in which it is engaged. The Manager shall, at all times, conduct the affairs of the Company in such a manner that the Member will not have any liability with respect to any Company obligations.

**4.03. Reimbursement and Compensation of Manager.** The Manager shall be entitled to be reimbursed by the Company for out-of-pocket expenses incurred in Co-Manager's capacity as Manager in connection with the management of the Company and its business. The Manager shall receive additional compensation from the Company if consent to such compensation has been received, in writing, from the Member prior to a distribution of such compensation.

**4.04. Indemnification of the Manager and Member by the Company.** The Manager and the Member, each of the foregoing Persons referred to as a "Covered Person," shall be indemnified by the Company to the fullest extent permitted by law against losses, judgments, liabilities, expenses and amounts incurred or paid, including attorney's fees, costs, judgments, amounts paid in settlement, fines, penalties and other liabilities, by the Covered Person in connection with any claim, action, suit or proceeding in which such Covered Person shall be threatened, in connection with the acquisition of property or assets by the Company or the conduct of its business. Expenses incurred by any Covered Person in connection with the preparation and presentation of a defense or response to any claim, action, suit or proceeding shall be paid by the Company.

**4.05. Rights and Obligations of the Member.** The Member shall take no part in the management or control of the Company's business, but may exercise the rights and powers of a Member under this Agreement and applicable law. The Member shall have no power to represent,

act for, sign for or bind the Company. The Member hereby consents and agrees to the exercise by the Manager of the powers conferred on Manager by applicable law and this Agreement.



**ARTICLE V**  
**APPOINTMENT AND REMOVAL OF MANAGER**

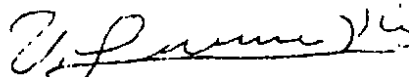
5.01. **Appointment of Manager.** The Member hereby appoints **VIDA LUKAUSKIS**, individually as the Manager ("Manager") who shall continue to serve as Manager until Manager retirement or earlier removal under this Agreement. If the Manager shall cease to serve as Manager of the Company, a successor Manager shall be appointed by the Member (or if there is more than one (1) Member, by the vote of Members holding a majority of ownership interest in the Company).

5.02. **Removal of Manager.** The Manager may be removed and replaced by the Member (or if there is more than one (1) Member, by the vote of Members holding a majority of ownership interest in the Company) at any time.

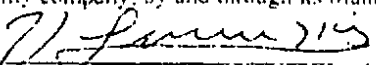
5.03. **Delegation Authorization.** The Manager may enter into a Delegation Agreement on behalf of the Company to delegate to such persons such of his duties and responsibilities as the Manager shall determine, by written consent of the Member (or if there is more than one (1) Member, by the vote of Members holding a majority of ownership interest in the Company). Such Delegation Agreement can only be revoked by the Manager.

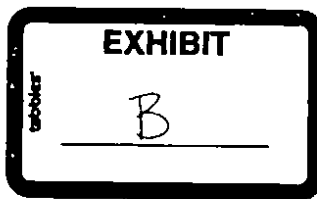
The parties have executed this Agreement effective as of the date first above written.

**THE MEMBER:**

By:   
**VIDA LUKAUSKIS**, individually

**THE COMPANY:**

**VIDA HOLDINGS REAL ESTATE, LLC** limited liability company, by and through its Manager  
By:   
**VIDA LUKAUSKIS**, individually



**ASSIGNMENT OF MEMBERSHIP INTEREST IN  
VIDA HOLDINGS REAL ESTATE, LLC**

**BE IT KNOWN**, that for good and valuable consideration and in consideration of the sum of one hundred dollars (USD \$100.00), the receipt and sufficiency of which is hereby acknowledged, **DANUTE BUZENAS DE LUKAUSKIS**, individually (hereinafter referred to as "Assignor"), hereby and by these presents unconditionally and irrevocably assign, transfer, deliver and set over unto **VIDA LUKAUSKIS**, individually (hereinafter referred to as "Assignee"), all right, title and interest in and to the Assignor's interest of One Hundred Percent (100%) Membership Interest in and to **VIDA HOLDINGS REAL ESTATE, LLC**, a Florida Limited Liability Company (hereinafter referred to as "Company").

The undersigned fully warrants to the best of her knowledge and belief that they have full rights and authority to enter into this assignment and that the rights and benefits assigned hereunder and is free and clear of any lien, encumbrance, adverse claim or interest by any third party.

The Assignee hereby agrees to be bound by the provisions of the Operating Agreement, and any amendments made thereto of the Company.

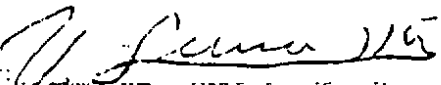
This Assignment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

This Assignment is made this 10 day of 12, 2019.

**ASSIGNOR:**

By:   
**DANUTE BUZENAS DE LUKAUSKIS**, individually

**ASSIGNEE:**

By:   
**VIDA LUKAUSKIS**, individually

COMPANY'S ACCEPTANCE OF ASSIGNMENT

The foregoing Assignment of Membership interest has been accepted by the Company and hereby given due effect on the Company's books and records as of the 12th day of 12 2015.

VIDA HOLDINGS REAL ESTATE, LLC, a Florida  
Limited Liability Company, by its Manager \_\_\_\_\_

YANINA LUKASIK