

1/26/22

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**FLORIDA LIMITED LIABILITY CO.**  
**Aly Associates, LLC**

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**ARTICLES OF ORGANIZATION**  
**OF**  
**ALY ASSOCIATES, LLC**

1. Name. The name of this limited liability company is **ALY ASSOCIATES, LLC** (the "Company"), and it shall be formed as a limited liability company under Chapter 605 of the laws of the State of Florida.

2. Duration. The Company's existence shall be perpetual.

3. Purpose. The Company is organized for the purpose of transacting all lawful activities and businesses that may be conducted by a limited liability company under the laws of the State of Florida.

4. Place of Principal Office and Mailing Address. The mailing and street address of the Company's principal office is 260 S Osceola Ave., Unit 1007, Orlando, FL 32801.

5. Management. The Company shall be a manager-managed company. The name and address of the initial manager are:

Aly Camara

260 S Osceola Ave.  
Unit 1007  
Orlando, Florida 32801

6. Registered Agent and Office. The name of the initial registered agent of the Company is C T Corporation System. The street address of the initial registered agent of the Company is 1200 South Pine Island Road, Plantation, Florida 33324.

7. Operating Agreement. The members shall have the power to adopt, alter, amend, or repeal the Operating Agreement of the Company containing provisions for the regulation and management of the affairs of the Company.

8. Effective Date. The effective date of formation shall be January 19, 2022.

The undersigned executed these Articles of Organization on the 19<sup>th</sup> day of January, 2022.

This document is executed in accordance with Section 605.0203(1)(b), *Florida Statutes*. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in Section 817.155, *Florida Statutes*.



Aly Camara  
Authorized Representative of Member

**ACCEPTANCE BY REGISTERED AGENT**

Having been named Registered Agent and designated to accept service of process for the within-named Company, at the place designated herein, and being familiar with the obligations of that position, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

C T CORPORATION SYSTEM

By: /s/ Eric Jensen  
Name: Eric Jensen  
Title: Assistant Secretary

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**OPERATING AGREEMENT**  
**OF**  
**ALY ASSOCIATES, LLC,**  
**A Florida Limited Liability Company**  
**Adopted as of January \_\_\_\_, 2022**

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**OPERATING AGREEMENT**  
**OF**  
**ALY ASSOCIATES, LLC**

**THIS OPERATING AGREEMENT** (the "Agreement") is hereby entered into by and between **ALY CAMARA** (hereinafter referred to as the "Member"), **ALY ASSOCIATES, LLC**, a Florida limited liability company (hereinafter referred to as the "Company"), and **ALY CAMARA** (hereinafter referred to as the "Manager").

**RECITAL**

**WHEREAS**, the Member has formed the Company pursuant to the provisions of Chapter 605, *Florida Statutes* (the "Act"), for the purposes set forth herein, and the parties hereto desire to enter into this Agreement in order to set forth the terms and conditions of the business and affairs of the Company and to determine the rights and obligations of its Member.

**NOW, THEREFORE**, the parties, intending to be legally bound by this Agreement, hereby agree as follows:

**ARTICLE I**  
**ORGANIZATION**

**1.1 FORMATION.** The undersigned Member has formed the Company as a single-member limited liability company pursuant to the Act.

**1.2 ARTICLES OF ORGANIZATION.** The Articles of Organization have been prepared, executed and filed with the Florida Department of State, Division of Corporations for the formation of the Company effective **January \_\_, 2022**. Any and all amendments to the Articles required by law to be filed and recorded hereafter for any reason shall be filed by the Company in such office or offices as are required under the laws of the State of Florida or elsewhere. The Company shall do all other acts and things that may now or hereafter be required for the perfection and continuation of the Company as a limited liability company under the laws of the State of Florida or necessary in order to protect the limited liability of the Member under the laws of the State of Florida or elsewhere.

**1.3 NAME.** The name of the Company is **ALY ASSOCIATES, LLC**. All Company business must be conducted in such name or other names that comply with applicable law as the Manager may, in the Manager's sole discretion, select from time to time. If the Company does business under a name other than that set forth in its Articles of Organization, then the Company shall file a fictitious name registration as required by law.

**1.4 TERM.** The term of the Company commenced on **January \_\_, 2022** and shall continue until terminated in accordance with the provisions of this Agreement or by operation of law.

**1.5 PRINCIPAL OFFICE.** The principal office of the Company shall be maintained at **260 S. Osceola Avenue, Unit 1007, Orlando, Florida 32801**, or at such other place which the Manager, in the Manager's sole discretion, determines.

**1.6 REGISTERED AGENT/REGISTERED OFFICE.** The name of the registered agent of the Company is **C T Corporation System**. The street address of the registered office of the Company is **1200 South Pine Island Road, Plantation, Florida 33324**.

**1.7 MEMBER.** The present mailing address of the sole Member of the Company is **260 S. Osceola Avenue, Unit 1007, Orlando, Florida 32801**. The Member shall own 100% of the Membership Rights in the Company, including 100% of the Membership Interests.

## **ARTICLE II PURPOSE AND BUSINESS OF THE COMPANY**

**2.1 PURPOSE.** The Company is organized for the purpose of transacting all lawful activities and businesses that may be conducted by a limited liability company under the laws of the State of Florida, including without limitation the purchase and sale of distilled spirits.

**2.2 AUTHORITY OF THE COMPANY.** This Company shall have the powers and authority to do all things necessary to carry out its business and affairs as authorized by the Act.

## **ARTICLE III CONTRIBUTIONS TO CAPITAL AND LOANS**

**3.1 CAPITAL CONTRIBUTIONS.** The Member may make contributions of capital to the Company as the Member determines are necessary, appropriate or desirable; provided, however, that the Member shall have no obligation to contribute any additional capital to the Company, and except as set forth in the Act, the Member shall have no personal liability for any obligations of the Company.

### **3.2 LOANS.**

(a) **Loan Terms.** The Member may, at any time, make or cause a loan to be made to the Company in any amount and on those terms upon which the Company and the Member agree. Such funds shall represent a debt, payable on demand, unless otherwise specifically provided, from the Company to the Member.

(b) **Repayment of Loans.** Distributions of cash to the Member in repayment of loans made by the Member shall be made pursuant to the terms of such loans, but all distributions shall be subject to maintaining the Company in a sound financial condition, including the establishment of reserves reasonably required in the judgment of the Manager for the proper operation of the business of the Company.

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#### **ARTICLE IV PROFIT, LOSS, AND DISTRIBUTIONS**

**4.1 DETERMINATION OF PROFIT OR LOSS.** The items of income, gains, expenses, deductions, losses and credits generated by the Company for federal income tax purposes shall be determined in accordance with a generally accepted method of accounting as soon as practicable after the close of the fiscal year of the Company.

**4.2 COSTS AND EXPENSES.** The Company shall pay all expenses of the Company (which expenses shall be billed directly to the Company) which may include but are not limited to: (i) legal, audit, accounting and other fees; (ii) expenses and taxes incurred in connection with the issuance, distribution and transfer of documents evidencing ownership of an interest in the Company or in connection with the business of the Company; (iii) expenses of organizing, revising, amending, converting, modifying or terminating the Company; (iv) expenses in connection with distributions made by the Company to, and communications and bookkeeping work necessary in maintaining relations with, the Member; and (v) costs of any accounting, statistical or bookkeeping equipment necessary for the maintenance of the books and records of the Company.

**4.3 INCOME TAX REPORTING.** The net profits, net gains and net losses generated by the Company, for each taxable year of the Company, shall be reported by the Member on the Member's income tax returns.

**4.4 DISTRIBUTABLE AMOUNTS.** The Company may make distributions to the Member of any amount in excess of its reasonable operating requirements as determined by the Manager. Notwithstanding the foregoing, no distribution shall be made unless after the distribution the Company retains assets sufficient to pay all its debts as they become due and such distribution, if made, would not cause the Company to otherwise become insolvent.

**4.5 LIQUIDATING DISTRIBUTIONS.** In the event of liquidation of the Company, the assets of the Company shall be distributed to the Member in accordance with Section 5.2 hereinafter.

#### **ARTICLE V DURATION, LIQUIDATION, AND TERMINATION**

**5.1 DURATION OF COMPANY.** The Company shall continue in existence until the Member, in the Member's sole discretion, determines to dissolve the Company. In the event there should at any time be no Members of the Company, the Company shall not be dissolved and the successor-in-interest (or the personal or other legal representative of the last remaining Member) shall have the option to either dissolve the Company or agree in writing to continue the Company and to the admission of the successor-in-interest (or personal or other legal representative of the last remaining Member) or its nominee or designee to the Company as a Member, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member.

**5.2 LIQUIDATION.** In the event of dissolution of the Company, the Manager shall wind up the affairs of the Company and shall distribute the money and other property of the Company in the following order of priority:

(a) To creditors, including a Member who is a creditor, to the extent permitted by law in satisfaction of the Company's debts and liabilities whether by payment or establishment of reserves, other than liabilities for distributions to the Member under Sections 605.0405 or 605.1071 of the Act; then

(b) The remainder, if any, to the Member or to the Member's successors, heirs or assigns.

**5.3 ARTICLES OF DISSOLUTION.** In the event the Company is dissolved, Articles of Dissolution shall be promptly filed with the Florida Department of State, Division of Corporations.

## **ARTICLE VI MANAGEMENT**

The management and control of the Company shall be vested solely in the Manager and the Company shall, therefore, be a manager-managed company. The Member shall have the sole right and authority to appoint any Person to serve as a Manager of the Company and to remove any Person then serving as a Manager of the Company. The Member hereby appoints the Manager as the initial Manager of the Company. The Manager shall have full and exclusive authority in the management and control of the Company, and shall have all the rights and powers to make all decisions with respect thereto and to do or cause to be done any and all acts or things deemed by the Manager to be necessary, appropriate or desirable to carry out or further the business and affairs of the Company.

The Manager may appoint such officers as the Manager may desire from time to time and delegate to such officers certain duties and obligations with regard to the day-to-day operations of the Company. The Manager shall appoint such officers in writing signed by the Manager, and any officer so appointed may be removed by the Manager, with or without cause, at any time immediately upon notice to such officer. Any officer may resign upon giving written notice to the Manager. The officers of the Company, and any successors to such positions appointed by the Manager, shall have the duties, authorities and powers customarily granted to such officer positions.

## **ARTICLE VII LIMITATION OF LIABILITY AND INDEMNIFICATION**

**7.1 LIMITATION OF LIABILITY.** Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither the Member nor the Manager shall be obligated personally for any such debt, obligation or liability of the Company, solely by reason of being a Member and/or Manager. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement or the Act shall not be grounds for imposing

personal liability on the Member or Manager for any debts, liabilities or obligations of the Company. Except as otherwise expressly required by law, the Member, in the Member's capacity as such, shall have no liability in excess of (a) the amount of such Member's Capital Contributions, (b) such Member's share of any assets and undistributed profits of the Company, and (c) the amount of any distributions required to be returned pursuant to Section 605.0406 of the Act.

**7.2 INDEMNIFICATION.** The Company (including any receiver or trustee of the Company), shall, to the fullest extent provided or allowed by law, indemnify, save harmless and pay all judgments and claims against the Member and/or Manager and each of the Member's and/or Manager's agents, affiliates, heirs, legal representatives, successors and assigns (each hereinafter individually referred to as an "Indemnified Party") from, against and in respect of any and all liability, loss, damage and expense incurred or sustained by the Indemnified Party in connection with the business of the Company or by reason of any act performed or omitted to be performed in connection with the activities of the Company or in dealing with third parties on behalf of the Company, including costs and attorneys' fees before and at trial and at all appellate levels, whether or not suit is instituted (which attorneys' fees may be paid as incurred), and any amounts expended in the settlement of any claims of liability, loss or damage, provided that the act or omission of the Indemnified Party does not constitute fraud or willful misconduct by such Indemnified Party. The Company shall not pay for any insurance covering liability of the Member and/or Manager or the Member's and/or Manager's agents, affiliates, heirs, legal representatives, successors and assigns for actions or omissions for which indemnification is not permitted hereunder; provided, however, that nothing contained herein shall preclude the Company from purchasing and paying for such types of insurance, including extended coverage liability and casualty and worker's compensation, as would be customary for any Person owning, managing and/or operating comparable property and engaged in a similar business or from naming the Member and/or Manager and any of the Member's and/or Manager's agents, affiliates, heirs, legal representatives, successors or assigns, or any Indemnified Party as additional insured parties thereunder.

**7.3 NON-EXCLUSIVE RIGHT.** The provisions of this Article VII shall be in addition to and not in limitation of any other rights of indemnification or reimbursement or limitations of liability to which Indemnified Party may be entitled under the Act, common law, or otherwise. Notwithstanding any repeal of this Article VII or other amendment hereof, its provisions shall be binding upon the Company (subject only to the exceptions set forth above) as to any claim, loss, expense, liability, action or damage due to or arising out of matters which occur during or relate to the period prior to any such repeal or amendment of this Article VII.

## ARTICLE VIII TRANSFER OF INTEREST AND ADDITIONAL MEMBERS

**8.1 TRANSFERS.** The Member may transfer all, or any portion, of its Membership Rights to one or more successors. For purposes of this Article VIII, the term "transfer" shall mean to voluntarily sell, hypothecate, pledge, assign or otherwise transfer.

**8.2 RIGHTS OF ASSIGNEE.** In the event of any transfer of all or any part of the Member's Membership Rights to a successor, the successor shall thereupon become a Member

and the Company shall continue in existence. In the event a judgment creditor obtains a charge against the Member's Membership Interest pursuant to Section 605.0503 of the Act, the judgment creditor shall have only the rights of an assignee and shall not become a Member and shall not have any other Membership Rights.

**8.3 ADDITIONAL MEMBERS.** The Manager may, with the approval of the Member, determine to admit additional Members.

## **ARTICLE IX BOOKS, RECORDS, ACCOUNTING AND TAXATION**

**9.1 BOOKS AND RECORDS.** The books and records of the Company, if any, shall be maintained on a cash or accrual basis as determined by the Manager, in the Manager's sole discretion. These and all other records of the Company required to be kept pursuant to Section 605.0410 of the Act shall be kept at the registered office of the Company.

**9.2 ACCOUNTANTS.** The accountants for the Company shall be such certified public accountants as shall be selected by the Manager.

**9.3 FISCAL YEAR.** The fiscal year of the Company shall be the calendar year.

**9.4 ANNUAL REPORT.** The Company shall file an annual report with the Florida Department of State, Division of Corporations each year in the form provided by the Florida Department of State.

**9.5 DISREGARDED AS AN ENTITY.** Notwithstanding anything contained herein to the contrary, pursuant to Treasury Regulation Section 301.7701-3(b) of the Code, the Company shall be disregarded as an entity separate from the Member for federal and state income tax purposes, unless and until the Member causes the Company to file an election pursuant to Treasury Regulation Section 301.7701-3(c) of the Code.

## **ARTICLE X WAIVER OF APPRAISAL RIGHTS**

**10.1 WAIVER OF APPRAISAL RIGHTS.** Each Member of the Company hereby expressly agrees and acknowledges that this Agreement eliminates any appraisal rights and rights to obtain payment of the fair value of a Member's Membership Interest and/or Membership Rights (collectively, the "Appraisal Rights") provided in Section 605.1006 of the Act, its successor provisions or otherwise in any one or more of the events described in Section 605.1006(1) of the Act and/or its successor provisions (the "Triggering Events"), and that Appraisal Rights shall not be available to such Member with respect to any and all Triggering Events that may occur during the term of this Agreement. Each Member hereby further expressly authorizes the elimination of such Appraisal Rights hereunder and further agrees and acknowledges and this Article X constitutes an express waiver of all Appraisal Rights with respect to such Member that has been approved by such Member for purposes of Section 605.1006(2) of the Act.

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## ARTICLE XI DEFINITIONS

11.1 **"Act"** shall mean Chapter 605, *Florida Statutes*, as amended from time to time and any successor statute.

11.2 **"Agreement"** shall mean this Operating Agreement, as amended, modified, or supplemented from time to time.

11.3 **"Capital Contributions"** shall mean the amount of cash and the agreed value of the property, the services, or the promissory note or other obligation to contribute cash or property or to perform services contributed by the Member for such Member's interest in the Company, equal to the sum of the Member's initial capital contributions plus the Member's additional capital contributions, if any, made pursuant to Section 3.1.

11.4 **"Code"** shall mean the Internal Revenue Code of 1986 and the regulations promulgated thereunder, as amended, or any corresponding provision of any succeeding law.

11.5 **"Company"** shall mean the limited liability company organized in accordance with the Act and this Agreement.

11.6 **"Manager"** shall mean ALY CAMARA, and any successor Manager of the Company.

11.7 **"Member"** shall mean ALY CAMARA, and any Person who is subsequently admitted as a member of the Company.

11.8 **"Membership Interest"** shall mean a Person's share of the profits and losses of, and the right to receive distributions from, the Company.

11.9 **"Membership Rights"** shall mean all of the rights of a Member in the Company, including a Member's: (i) Membership Interest; (ii) right to inspect the Company's books and records; (iii) right to participate in the management of the Company and vote on matters coming before the Company; and (iv) unless this Agreement or the Articles of Organization provide to the contrary, right to act as an agent of the Company.

11.10 **"Person"** shall mean and includes an individual, corporation, partnership, association, limited liability company, trust, estate, or other entity.

## ARTICLE XII AMENDMENT

This Agreement may not be altered or modified except by the written consent of the Manager.

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### **ARTICLE XIII GENERAL PROVISIONS**

**13.1 CAPTIONS.** Section titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof.

**13.2 VARIATIONS OF PRONOUNS.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the Person may in the context require.

**13.3 CONSTRUCTION.** This Agreement shall be interpreted in accordance with the laws of the State of Florida.

**13.4 BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the undersigned, his legal representatives, heirs, successors and assigns.


**13.5 SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason, such illegality or invalidity will not affect the validity of the remainder of this Agreement.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the \_\_\_\_\_ day of January, 2022.

**MEMBER:**


  
\_\_\_\_\_  
ALY CAMARA

**COMPANY:**

ALY ASSOCIATES, LLC, a Florida limited liability company

By:   
\_\_\_\_\_  
Aly Camara  
Manager

**MANAGER:**

  
\_\_\_\_\_  
ALY CAMARA

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