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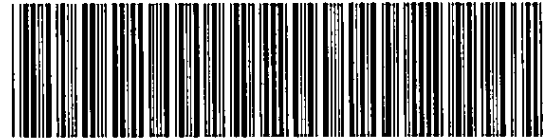
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# COVER LETTER

New Filing Section  
Division of Corporations

SUBJECT: **2RB Studio, LLC**  
Name of Limited Liability Company

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

Please return all correspondence concerning this matter to the following:

Name of Person: **Angel R River, Jr.**  
Firm/Company: **2RB Studio, LLC**  
Address: **3860 La Flor Drive**  
City/State and Zip Code: **ROCKLEDGE, FL 32955**

E-mail address: **raulrivera1617@gmail.com**  
(to be used for future annual report notification) For further  
information concerning this matter, please call: at Name of  
Person: **Angel R Rivera, Jr @ (321) 338-5456**

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## OPERATING AGREEMENT OF "2RB Studio, LLC"

This Operating Agreement is made and adopted effective **August 10, 2022**, by **2RB Studio, LLC**, a limited liability company organized under the laws of FLORIDA, **2RB Studio, LLC** and **Angel R Rivera Jr**, its sole member.

### ARTICLE I – Formation and LLC Information

Section 1.1 **a. Name and state.** This agreement is made for the limited liability company of the following name: **2RB studio LLC**. The LLC is formed pursuant to the laws of the state of Florida.

Section 1.2 **b. Address:** 2RB Studio LLC, 3270 SUNTREE BLVD unit # 1127, Melbourne, FL 32940

The principal and mailing address of the LLC may change as the sole member, described below designates

Section 1.3 **c. Registered agent. The name and address of the registered agent (or statutory agent, as applicable) or as follows:**

**Name:** Vanessa Molina, Registered Agent  
3860 La Flor Drive, Rockledge, FL 32955

Mailing Address for agent: 3860 La Flor Drive, Rockledge, FL 32955

The LLC may change its registered or statutory agent, as the member may decide, by filing irrelevant statement with the state of Florida.

### ARTICLE II – PURPOSE

Section 2.1 **a. Purpose. The purpose of the limited liability company is as follows:**

Barber shop **and/or** any lawful act or activity for which a limited liability company may be formed.

### ARTICLE III – DURATION

Section 3.1 – Company Formation and Duration. The Company has been organized as a limited liability company managed by its members. The Company shall commence on the date of filing of the Articles of Organization and **shall exist until the company dissolves, member passes away**, its affairs are wound up in accordance with this Operating Agreement or applicable law.

Section 3.2 – Single Member. The Member is the sole member of the Company and is the only person having rights in the Company, including, but not limited to, the right to receive distributions of the Company's assets and the right to vote and manage Company affairs.

Section 3.3 – Books and Records. The Company shall maintain complete and accurate books and records of the Company's business and affairs.

Section 3.4 – Amendment; Entire Agreement. This Operating Agreement may be amended at any time by the Member, for any reason. This Operating Agreement, as may be amended, constitutes the entire agreement between the Member and Company with respect to the subject matter hereof.

## ARTICLE VI- MEMBER

**The LLC only has one member.** The sole members information is below:

**Angel R River, Jr.**  
**3860 La Flor Drive, Rockledge, FL 32955**

Section 4.1 – Member Management. The Company shall be managed solely by the Member, who may be known as and hold whatever title(s) the Member chooses.

Section 4.2 – Voting. The Member is entitled to 1 vote on each matter submitted to a vote. Any and all Company actions or decisions shall require an affirmative vote of the Member.

Section 4.3 – Member Authority. The Member has the sole power and authority, on behalf of the Company, to carry out the Company's business and affairs, including, without limitation, the sole power and authority to acquire, encumber, or convey real or personal property from any source and through any means; engage in any financial transactions on behalf of the Company, including opening, maintaining, or closing accounts, borrowing money, or the like; entering into contracts on behalf of the Company; commence, prosecute, or defend any legal proceedings in the Company's name; and carry on any other business or affairs of the Company not specifically provided herein, that is not in contravention of applicable law.

Section 4.4 – Indemnification. Unless otherwise provided by law, the Member is not liable for the acts, debts, or obligations of the Company. The Company shall indemnify, defend, **Angel R Rivera Jr, (Owners name)** and hold the Member harmless from and against any losses, claims, costs, damages, and liabilities, including, without limitation, judgments, fines, amounts paid in settlement, and expenses incurred by the Member in any civil, criminal, or investigative proceeding in which he or she is involved or threatened to be involved by reason of the Member's membership in or management of the Company.

## ARTICLE V – CAPITAL CONTRIBUTIONS

Section 5.1 – Capital Contributions **\$ 5,000 (five thousand dollars 00/100)**. The Member has made or will make an initial contribution to the capital of the Company, as set forth in Company records. If the Member determines that additional funds are needed for the working capital of the

Company, the Member may contribute additional capital. Member **may not** receive interest on their initial contribution and is **permitted return of their initial contribution** is expressly provided in this agreement or under the laws of Florida.

## ARTICLE VI – DISTRIBUTIONS

Section 6.1 – Allocations and Distributions. Any and all profits and losses shall be allocated to the Member weekly for the present. Distributions may be made to the Member as determined by the Member unless otherwise provided by applicable law.

## ARTICLE VII – MEMBERSHIP CHANGES

Section 7.1 – New Members. The Member may by majority vote admit new member in the Company and issue additional membership interests to new members. Any new members shall, before being admitted and as a condition to admission, execute any document or documents required by the Company, agree to be and become a member of the Company, and agree to be bound by the terms of the Company Operating Agreement, which shall be amended by the Member prior to the admission of any new members to include terms and conditions suitable for a multi-member limited liability company.

Section 7.2 – Transfers. The Member may voluntarily sell, transfer, assign, encumber, pledge, convey, or otherwise dispose of part or all of Member's membership interest in Company, and in such instance, the transferee is automatically admitted as a new member, subject to Section 5.1.

## ARTICLE VIII – DISSOLUTION

Section 8.1 – Dissolution. The Company shall dissolve, and its affairs shall be wound up on the consent of the Member. On dissolution, the Company shall cease carrying on its business and affairs and shall begin to wind them up. The Company shall complete the winding up as soon as practicable. On the winding up of the Company, its assets shall be distributed in a manner consistent with applicable law. Winding up the business of the LLC will be the responsibility of the member. Duties and winding up may include satisfying any creditors, liquidating assets, ensuring the cancellation of outstanding contracts, and any other actions the member deem appropriate.

Section 8.2 – Accounting. The treasure of the LLC shall be responsible to provide an accounting to the member of the final assets and liabilities, including liquid funds, if any, at the dissolution.

Section 8.3 – Funds priority. At dissolution, liquidated funds will be disbursed with the following priority:

1. To satisfy non-member creditors.
2. To satisfy member creditors to whom the LLC has a debt obligation.
3. Recovery of the members initial contributions.

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4. Remaining distributions to member.

**ARTICLE IX – GENERAL PROVISIONS**

Section 9.1 a. Language. All communications made or notices given pursuant to this agreement shall be in the English language

Section 9.2 b. Entire agreement. This agreement constitutes the entire understanding between the member and the LLC with respect to the subject matter covered hearing. This agreement supersedes and replaces all prior or contemporaneous agreement or understanding written or oral, regarding the LLC.

Section 9.3 c. Governing law. This agreement shall be governed by and construed in accordance with the internal laws of Florida without giving effect to any choice or conflict of law provisions or rule.

Section 9.4 d. Amendment. This agreement may be amended by the member, or if there are multiple members, only if agreed to in writing by each of the then- current members of the LLC.

**Execution:**

THE COMPANY 2RB Studio, LLC, LLC

By: 

Its: Sole Member:

Printed Name: **Angel R Rivera Jr**

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JANUARY 10 2022