

L25000194740

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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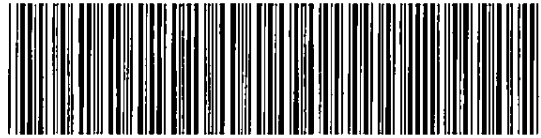
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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COVER LETTER

TO: **Registration Section
Division of Corporations**

SUBJECT: O GRAVATA CONSULTING 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:

KLAUS LUCHTENBERG

Name of Person

Firm/Company

13507 BUCKHORN RUN CT

Address

ORLANDO, FL. 32837

City/State and Zip Code

klaus@advocacialg.pt

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

For further information concerning this matter, please call:

KLAUS LUCHTENBERG

786 9691587
at ()

Name of Person

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 Address:

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

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

O GRAVATA CONSULTING 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 April 24, 2025 and assigned
Florida document number 1.25000194740.

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:

13507 BUCKHORN RUN CT, ORLANDO, FL, 32837

(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:

13507 BUCKHORN RUN CT, ORLANDO, FL, 32837

(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:

JASON LYNWOOD DILLARD

New Registered Office Address:

319 S KIRKMAN ROAD, APT 319

Enter Florida street address

ORLANDO

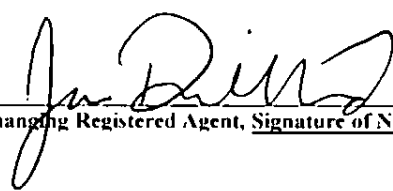
Florida 32811

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

06-28-2025

MGR = Manager
AMBR = Authorized Member

AMBR = Authorized Member

MGR	JASON LYWOOD DILLARD	319 S KIRKMAN ROAD, APT 319	Add
-----	----------------------	-----------------------------	---

_____ ☐ Change

☐ Add☐ Remove☐ Change☐ Add☐ Remove☐ Change☐ Add☐ Remove☐ Change☐ Add☐ Remove☐ Change☐ Add☐ Remove☐ Change

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

I also attach for amendment the Operating Agreement and Articles of Organization, which shall replace the
the previous Articles of Organization.

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

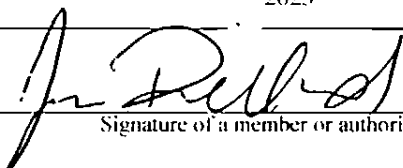
(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)

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 June 27

2025



Signature of a member or authorized representative of a member

JASON LYNWOOD DILLARD

Typed or printed name of signee

**LIMITED LIABILITY COMPANY
OPERATING AGREEMENT FOR**

O GRAVATA CONSULTING LLC

A Florida LLC

ARTICLE I

Company Formation

1.3. **FORMATIO.** The Members hereby form a Limited Liability Company ("Company") subject to the provisions of the Limited Liability Company Act as currently in effect as of this date. Articles of Organization shall be filed with the Secretary of State.

1.3. **NAME.** The name of the Company shall be O GRAVATA CONSULTING LLC.

1.3. **REGISTERED AGENT.** The name and location of the registered agent of the Company shall be:

JASON LYNWOOD DILLARD
319 S KIRKMAN ROAD, APT 319
ORLANDO, FL 32811

1.4. **TERM.** The Company shall continue for a perpetual period.

- a) Members whose capital interest as defined in Article 2.2 exceeds 50 percent vote for dissolution; or
- b) Any event which makes it unlawful for the business of the Company to be carried on by the Members; or
- c) The death, resignation, expulsion, bankruptcy, retirement of a Member or the occurrence of any other event that terminates the continued Membership of a Member of the Company; or
- d) Any other event causing dissolution of this Limited Liability Company under the laws of the State of Florida

1.5. **CONTINUANCE OF COMPANY.** Notwithstanding the provisions of ARTICLE 1.4, in the event of an occurrence described in ARTICLE 1.4(c), if there are at least two remaining Members, said remaining Members shall have the right to continue the business of the Company. Such right can be exercised only by the unanimous vote of the remaining Members within (90) ninety days after the occurrence of an event described in ARTICLE 1.4(c). If not so exercised, the right of the Members to continue the business of the Company shall expire.

1.6. **BUSINESS PURPOSE.** The purpose of the Company is to provide strategic and personalized solutions for clients looking to expand or establish operations in the United States. Business internationalization and corporate structuring, Foreign investment support, Asset, business and financial management for foreigners., Advisory in international operations, Franchise development and compliance consulting, Accounting and financial oversight, Virtual offices and administrative support, Construction and management of houses for foreign investors, under the law of the United States of America and the State of Florida.

1.7. **PRINCIPAL PLACE OF BUSINESS.** The location of the principal place of business of the Company shall be:

13507 BUCKHORN RUN CT
ORLANDO, FL 32837

1.7.1. Principal place of business may be changed at a location the Managers from time to time select.

1.8. **THE MEMBERS.** The name and place of residence of each Member are contained in **Exhibit 2** attached to this Agreement.

1.9. **ADMISSION OF ADDITIONAL MEMBERS.** Except as otherwise expressly provided in the Agreement, no additional Members may be admitted to the Company through issuance by the company of a new interest in the Company, without the prior unanimous written consent of the Members.

ARTICLE II

Capital Contributions

2.1. **INITIAL CONTRIBUTIONS.** The Members initially shall contribute to the Company capital as described in **Exhibit 3** attached to this Agreement. The agreed total value of such property and cash is \$20,000.

2.2. **ADDITIONAL CONTRIBUTIONS.** In addition to the information provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital, except in cases necessary to comply with the initial estimated budget.

ARTICLE III

Profits, Losses and Distributions

3.1. **PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in **Exhibit 2** as amended from time to time in accordance with Treasury Regulation 1.704-1.

3.2. **DISTRIBUTIONS.** The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

ARTICLE IV

Management

4.1. **MANAGEMENT OF THE BUSINESS.** The name and place of residence of each Manager is attached as **Exhibit 1** of this Agreement. By a vote of the Members holding most of the capital interests in the Company, as set forth in **Exhibit 2** as amended from time to time, shall elect so many Managers as the Members determine, but no fewer than one, with one Manager elected by the Members as Chief Executive Manager. The elected Manager(s) may either be a Member or Non-Member.

4.2. **MEMBERS.** The liability of the Members shall be limited as provided pursuant to applicable law. Members that are not Managers shall take no part whatever in the control, management, direction, or operation of the Company's affairs and shall have no power to bind the Company. The Managers may from time to time seek advice from the Members, but they need not accept such advice, and always the Managers shall have the exclusive right to control and manage the Company. No Member shall be an agent of any other Member of the Company solely by reason of being a Member.

4.3. **POWERS OF MANAGERS.** The Managers are authorized on the Company's behalf to make all decisions as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of their management powers, the Managers are authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.

4.4. **CHIEF EXECUTIVE MANAGER.** The Chief Executive Manager shall have primary responsibility for managing the operations of the Company and for effectuating the decisions of the Managers.

4.5. **NOMINEE.** Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Managers may designate. The Managers shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.

4.6. **COMPANY INFORMATION.** Upon request, the Managers shall supply to any Member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Manager's possession regarding the Company or its activities. The exercise of the rights contained in this ARTICLE 4.6 shall be at the requesting Member's expense.

4.7. **EXCULPATION.** Any act or omission of the Managers, the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith to promote the best interests of the Company, shall not subject the Managers to any liability to the Members.

4.8. **INDEMNIFICATION.** The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

4.9. **RECORDS.** The Managers shall cause the Company to keep at its principal place of business the following:

- (a) A current list in alphabetical order of the full name and the last known street address of each Member.
- (b) A copy of the Certificate of Formation and the Company Operating Agreement and all amendments.
- (c) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years.
- (d) Copies of any financial statements of the limited liability company for the three most recent years.

ARTICLE V

Compensation

5.1. **MANAGEMENT FEE.** Any Manager rendering services to the Company shall be entitled to compensation commensurate with the value of such services.

5.2. **REIMBURSEMENT.** The Company shall reimburse the Managers or Members for all direct out-of-pocket expenses incurred by them in managing the Company.

ARTICLE VI

Bookkeeping

6.1. **BOOKS.** The Managers shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business. Such books shall be kept on such method of accounting, as the Managers shall select. The company's accounting period shall be the calendar year.

6.2. **MEMBER'S ACCOUNTS.** The Managers shall maintain separate capital and distribution accounts for each Member. Each Member's capital account shall be determined and maintained in

the manner set forth in Treasury Regulation 1.7041(b)(2) (iv) and shall consist of his initial capital contribution increased by:

- (a) Any additional capital contribution made by him/her.
- (b) Credit balances transferred from his distribution account to his capital account; and decreased by:
 - (b.1) Distributions to him/her in reduction of Company capital.
 - (b.2) The Member's share of Company losses if charged to his/her capital account.

6.3. **REPORTS.** The Managers shall close the books of account after the close of each calendar year and shall prepare and send to each Member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

ARTICLE VII

Transfer

7.1. **ASSIGNMENT.** If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of his interest in the Company, such Member shall first make a written offer to sell such interest to the other Members at a price determined by mutual agreement. If such other Members decline or fail to elect such interest within thirty (30) days, and if the sale or assignment is made and the Members fail to approve this sale or assignment unanimously then, pursuant to the applicable law, the purchaser or assignee shall have no right to participate in the management of the business and affairs of the Company. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.



Eli de Fatima

CERTIFICATE OF FORMATION

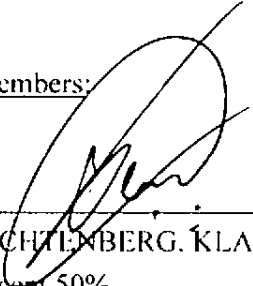
This Company Operating Agreement is entered into and shall become effective as of the Effective Date by and among the Company and the persons executing this Agreement as Members. It is the Members express intention to create a limited liability company in accordance with applicable law, as currently written or subsequently amended or redrafted.

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each Member, the agreement consisting of 10 pages, constitutes, together with **Exhibit 1, Exhibit 2** and **Exhibit 3** (if any), the Operating Agreement of

O GRAVATA CONSULTING LLC

adopted by the Members as June 27, 2025.

Members:



LUCHTENBERG, KLAUS
Percent 50%

CAVALHEIRO, ELI DE FÁTIMA
Percent 50%

EXHIBIT 1

**LIMITED LIABILITY COMPANY
OPERATING AGREEMENT FOR**

O GRAVATA CONSULTING LLC

LISTING OF MANAGERS

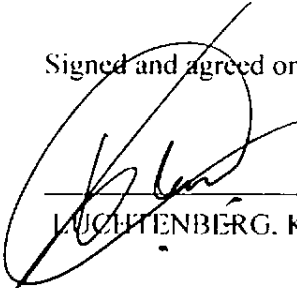
By a majority vote of the Members the following Managers were elected to operate the Company pursuant to ARTICLE 4 of the Agreement:



JASON LYNWOOD DILLARD

The above listed Manager(s) will serve in their capacities until they are removed for any reason by a majority vote of the Members as defined by ARTICLE 4 or upon their voluntary resignation.

Signed and agreed on June 27, 2025.



LICHTENBERG, KLAUS

Eli de Fatima

CAVALHEIRO, ELI DE FÁTIMA

EXHIBIT 2

**LIMITED LIABILITY COMPANY
OPERATING AGREEMENT FOR**

O GRAVATA CONSULTING LLC

LISTING OF MEMBERS

As of the 24 of April 2025 the following is a list of Members of the Company:

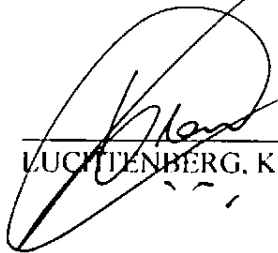
Name: LUCHTENBERG, KLAUS

Percent: 50%

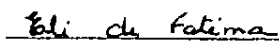
Name: CAVALHEIRO, ELI DE FÁTIMA

Percent: 50%

Authorized by Member(s) to provide Member Listing as June 27, 2025.



LUCHTENBERG, KLAUS



CAVALHEIRO, ELI DE FÁTIMA

EXHIBIT 3

**LIMITED LIABILITY COMPANY
OPERATING AGREEMENT FOR**

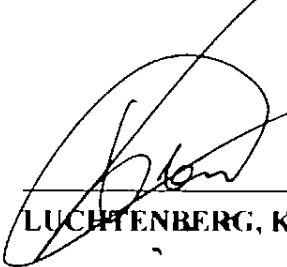
O GRAVATA CONSULTING LLC

CAPITAL CONTRIBUTIONS

Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital is stated to be \$20,000.00. The description and each individual portion of this initial contribution is as follows:

LUCHTENBERG, KLAUS	\$ 10,000
CAVALHEIRO, ELI DE FÁTIMA	\$ 10,000

SIGNED AND AGREED on this June 27, 2025.



LUCHTENBERG, KLAUS

Eli de Fatima

CAVALHEIRO, ELI DE FÁTIMA

**LIMITED LIABILITY COMPANY
OPERATING AGREEMENT FOR**

O GRAVATA CONSULTING LLC

A Florida LLC

ARTICLE I
Company Formation

1.3. **FORMATIO.** The Members hereby form a Limited Liability Company ("Company") subject to the provisions of the Limited Liability Company Act as currently in effect as of this date. Articles of Organization shall be filed with the Secretary of State.

1.3. **NAME.** The name of the Company shall be O GRAVATA CONSULTING LLC.

1.3. **REGISTERED AGENT.** The name and location of the registered agent of the Company shall be:

JASON LYNWOOD DILLARD
319 S KIRKMAN ROAD, APT 319
ORLANDO, FL 32811

1.4. **TERM.** The Company shall continue for a perpetual period.

- a) Members whose capital interest as defined in Article 2.2 exceeds 50 percent vote for dissolution; or
- b) Any event which makes it unlawful for the business of the Company to be carried on by the Members; or
- c) The death, resignation, expulsion, bankruptcy, retirement of a Member or the occurrence of any other event that terminates the continued Membership of a Member of the Company; or
- d) Any other event causing dissolution of this Limited Liability Company under the laws of the State of Florida

1.5. **CONTINUANCE OF COMPANY.** Notwithstanding the provisions of ARTICLE 1.4, in the event of an occurrence described in ARTICLE 1.4(c), if there are at least two remaining Members, said remaining Members shall have the right to continue the business of the Company. Such right can be exercised only by the unanimous vote of the remaining Members within (90) ninety days after the occurrence of an event described in ARTICLE 1.4(c). If not so exercised, the right of the Members to continue the business of the Company shall expire.

1.6. **BUSINESS PURPOSE.** The purpose of the Company is to provide strategic and personalized solutions for clients looking to expand or establish operations in the United States. Business internationalization and corporate structuring. Foreign investment support. Asset, business and financial management for foreigners., Advisory in international operations. Franchise development and compliance consulting. Accounting and financial oversight. Virtual offices and administrative support. Construction and management of houses for foreign investors, under the law of the United States of America and the State of Florida.

1.7. **PRINCIPAL PLACE OF BUSINESS.** The location of the principal place of business of the Company shall be:

13507 BUCKHORN RUN CT
ORLANDO, FL 32837

1.7.1. Principal place of business may be changed at a location the Managers from time to time select.

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1.9. **ADMISSION OF ADDITIONAL MEMBERS.** Except as otherwise expressly provided in the Agreement, no additional Members may be admitted to the Company through issuance by the company of a new interest in the Company, without the prior unanimous written consent of the Members.

ARTICLE II

Capital Contributions

2.1. **INITIAL CONTRIBUTIONS.** The Members initially shall contribute to the Company capital as described in **Exhibit 3** attached to this Agreement. The agreed total value of such property and cash is \$20,000.

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ARTICLE III

Profits, Losses and Distributions

3.1. **PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in **Exhibit 2** as amended from time to time in accordance with Treasury Regulation 1.704-1.

3.2. **DISTRIBUTIONS.** The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

ARTICLE IV

Management

4.1. **MANAGEMENT OF THE BUSINESS.** The name and place of residence of each Manager is attached as **Exhibit 1** of this Agreement. By a vote of the Members holding most of the capital interests in the Company, as set forth in **Exhibit 2** as amended from time to time, shall elect so many Managers as the Members determine, but no fewer than one, with one Manager elected by the Members as Chief Executive Manager. The elected Manager(s) may either be a Member or Non-Member.

4.2. **MEMBERS.** The liability of the Members shall be limited as provided pursuant to applicable law. Members that are not Managers shall take no part whatever in the control, management, direction, or operation of the Company's affairs and shall have no power to bind the Company. The Managers may from time to time seek advice from the Members, but they need not accept such advice, and always the Managers shall have the exclusive right to control and manage the Company. No Member shall be an agent of any other Member of the Company solely by reason of being a Member.

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4.6. **COMPANY INFORMATION.** Upon request, the Managers shall supply to any Member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Manager's possession regarding the Company or its activities. The exercise of the rights contained in this ARTICLE 4.6 shall be at the requesting Member's expense.

4.7. **EXCULPATION.** Any act or omission of the Managers, the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith to promote the best interests of the Company, shall not subject the Managers to any liability to the Members.

4.8. **INDEMNIFICATION.** The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

4.9. **RECORDS.** The Managers shall cause the Company to keep at its principal place of business the following:

- (a) A current list in alphabetical order of the full name and the last known street address of each Member.
- (b) A copy of the Certificate of Formation and the Company Operating Agreement and all amendments.
- (c) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years.
- (d) Copies of any financial statements of the limited liability company for the three most recent years.

ARTICLE V

Compensation

5.1. **MANAGEMENT FEE.** Any Manager rendering services to the Company shall be entitled to compensation commensurate with the value of such services.

5.2. **REIMBURSEMENT.** The Company shall reimburse the Managers or Members for all direct out-of-pocket expenses incurred by them in managing the Company.

ARTICLE VI

Bookkeeping

6.1. **BOOKS.** The Managers shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business. Such books shall be kept on such method of accounting, as the Managers shall select. The company's accounting period shall be the calendar year.

6.2. **MEMBER'S ACCOUNTS.** The Managers shall maintain separate capital and distribution accounts for each Member. Each Member's capital account shall be determined and maintained in

the manner set forth in Treasury Regulation 1.7041(b)(2) (iv) and shall consist of his initial capital contribution increased by:

- (a) Any additional capital contribution made by him/her.
- (b) Credit balances transferred from his distribution account to his capital account; and decreased by:
 - (b.1) Distributions to him/her in reduction of Company capital.
 - (b.2) The Member's share of Company losses if charged to his/her capital account.

6.3. **REPORTS.** The Managers shall close the books of account after the close of each calendar year and shall prepare and send to each Member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

ARTICLE VII

Transfer

7.1. **ASSIGNMENT.** If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of his interest in the Company, such Member shall first make a written offer to sell such interest to the other Members at a price determined by mutual agreement. If such other Members decline or fail to elect such interest within thirty (30) days, and if the sale or assignment is made and the Members fail to approve this sale or assignment unanimously then, pursuant to the applicable law, the purchaser or assignee shall have no right to participate in the management of the business and affairs of the Company. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

A handwritten signature in black ink, appearing to read 'Eli de Fatima', enclosed within a large, loopy oval shape.

Eli de Fatima

CERTIFICATE OF FORMATION

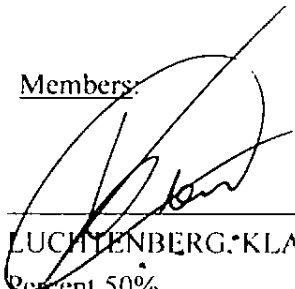
This Company Operating Agreement is entered into and shall become effective as of the Effective Date by and among the Company and the persons executing this Agreement as Members. It is the Members express intention to create a limited liability company in accordance with applicable law, as currently written or subsequently amended or redrafted.

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each Member, the agreement consisting of 10 pages, constitutes, together with **Exhibit 1, Exhibit 2 and Exhibit 3** (if any), the Operating Agreement of

O GRAVATA CONSULTING LLC

adopted by the Members as June 27, 2025.

Members:



LICHTENBERG, KLAUS
Percent 50%



CAVALHEIRO, ELI DE FÁTIMA
Percent 50%

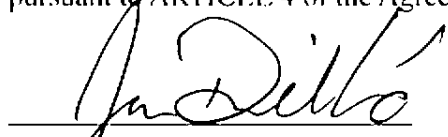
EXHIBIT 1

**LIMITED LIABILITY COMPANY
OPERATING AGREEMENT FOR**

O GRAVATA CONSULTING LLC

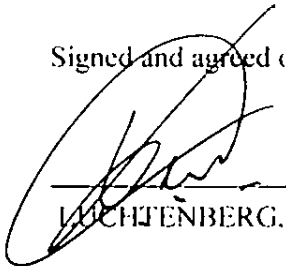
LISTING OF MANAGERS

By a majority vote of the Members the following Managers were elected to operate the Company pursuant to ARTICLE 4 of the Agreement:


JASON LYNWOOD DILLARD

The above listed Manager(s) will serve in their capacities until they are removed for any reason by a majority vote of the Members as defined by ARTICLE 4 or upon their voluntary resignation.

Signed and agreed on June 27, 2025.


LICHTENBERG, KLAUS


CAVALHEIRO, ELI DE FÁTIMA

EXHIBIT 2

**LIMITED LIABILITY COMPANY
OPERATING AGREEMENT FOR**

O GRAVATA CONSULTING LLC

LISTING OF MEMBERS

As of the 24 of April 2025 the following is a list of Members of the Company:

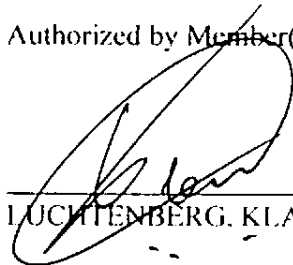
Name: LUCHTENBERG, KLAUS

Percent: 50%

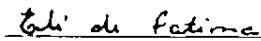
Name: CAVALHEIRO, ELI DE FÁTIMA

Percent: 50%

Authorized by Member(s) to provide Member Listing as June 27, 2025.



LUCHTENBERG, KLAUS



CAVALHEIRO, ELI DE FÁTIMA

EXHIBIT 3

**LIMITED LIABILITY COMPANY
OPERATING AGREEMENT FOR**

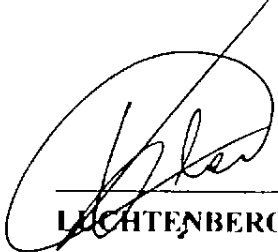
O GRAVATA CONSULTING LLC

CAPITAL CONTRIBUTIONS

Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital is stated to be \$20,000.00. The description and each individual portion of this initial contribution is as follows:

LUCHTENBERG, KLAUS	\$ 10,000
CAVALHEIRO, ELI DE FÁTIMA	\$ 10,000

SIGNED AND AGREED on this June 27, 2025.



LUCHTENBERG, KLAUS

Eli de Fatima

CAVALHEIRO, ELI DE FÁTIMA