

L 95000000835

Chapter Number Only

10/31/95 Martha.

CARLOS CASUSO

9130 S. Dadeland Blvd. #1509

miami FL 33156

670-4800

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****337.50 ****337.50

VALIDATION ONLY

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CORPORATION(S) NAME

ERKA, L.C.

- | | | |
|--|--|---|
| <input type="checkbox"/> Profit | <input type="checkbox"/> Amendment | <input type="checkbox"/> Merger |
| <input type="checkbox"/> NonProfit | <input type="checkbox"/> Dissolution | <input type="checkbox"/> Mark |
| <input checked="" type="checkbox"/> Foreign | <input type="checkbox"/> Annual Report | <input type="checkbox"/> Other |
| <input checked="" type="checkbox"/> Limited Partnership L.C. | <input type="checkbox"/> Reservation | <input type="checkbox"/> Change of Registered Agent |
| <input type="checkbox"/> Reinstatement | <input type="checkbox"/> Photo Copies | <input type="checkbox"/> Certificate Under Seal |
| <input type="checkbox"/> Certified Copy | <input type="checkbox"/> Call When Ready | <input type="checkbox"/> Call If Problem |
| <input checked="" type="checkbox"/> Walk In | <input type="checkbox"/> Will Wait | <input checked="" type="checkbox"/> Pick Up |
| | <input type="checkbox"/> After 4:30 | <input type="checkbox"/> Mail Out |

Name
Availability
Document
Examiner
Updater
Verifier
Acknowledgment
W.P. Verifier

F. CHESSER NOV 1 1995

EMPIRE Toll Free: 1-800-432-3028

Operating Agreement

ERKA, L.C. a Limited Liability Company

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, as signatories to this Agreement, do hereby enter into this Operating Agreement, at Miami, Florida under the name style of ERKA, L.C., A Limited Liability Company, (the "L.C.") pursuant to Florida Statutes, 608.401 et. seq. The parties hereto, intending to be legally bound, agree as follows:

I. Introduction and Purpose

On October 30, 1995, ERIC S. MARKMAN and KAREN L. MARKMAN ("Members"), organized ERKA, L.C., a limited liability company for the primary purpose of owning, maintaining, and leasing real estate, apartments, houses, condominiums; to engage in any activity of business authorized under the Florida Statutes; and in general, to carry on any and all incidental business as set forth in Article VI below.

II. Place of Business

The principal place of business and mailing address of the L.C. shall be 169 Orange Drive, Boynton Beach, Florida, 33436, or such other address to which the business may from time to time be moved. The L.C.'s initial Registered Agent shall be Raul Gastesi Jr., Esq., at Law Offices of Carlos E. Casuso, 9130 South Dadeland Boulevard, Suite 1509, Miami, Florida 33156.

III. Duration of the L.C.

The L.C. shall commence immediately upon the signing of this Agreement, and shall continue for a term of not to exceed fifty (50) years thereafter unless terminated sooner by operation law or by agreement between the parties or reenacted after such primary term for such additional periods as is mutually determined by the partners.

IV. Capital Contributions and Capital Accounts

.01 Upon execution of this Agreement, each member shall contribute to the L.C. cash, securities and/or other assets in the

ERKA, L.C.

amount set opposite his or her respective name on Schedule "A" attached hereto.

.02 Capital Accounts

Separate capital accounts shall be maintained by the L.C. for each member. The capital account of each member shall be credited with his capital contributions (at net fair market value with respect to contributed property) and shall be appropriately adjusted to reflect each member's allocations of profits, gains, losses, deductions, the net fair market value of distributions made to members and such other adjustments as shall be required by Internal Revenue Code Section 704(b), and the regulations promulgated thereunder.

.03 Limited Liability

The members shall not have any personal liability for liabilities or obligations of the L.C., except to the extent of their capital contributions set forth in Section IV.01, and the members shall not be required to make any further or additional contributions to the L.C. or lend or advance funds to the L.C. for any purpose. Notwithstanding the foregoing, (i) if any court of competent jurisdiction holds that distributions (or any part thereof) received by a member pursuant to the provisions hereof constitute a return of capital and directs that a member pay such amount (with or without interest thereon) to or for the account of the L.C. or any creditor thereof, such obligation shall be the obligation of said member and not of any other member or the L.C., and (ii) a member shall indemnify and hold harmless the L.C. and each member from any liability or loss incurred by virtue of the assessment of any tax with respect to such member's allocable share of profits or gains of the L.C.

.04 No interest on Right to Withdraw Capital Contributions

No interest shall be paid by the L.C. on capital contributions or on the balance in any capital account and no member shall have the right to withdraw his capital contribution or to demand or receive a return of his capital contribution.

**V.
Purpose and Powers**

The general nature of the business or businesses to be transacted and which the L.C. is authorized to transact, in addition to those authorized by the laws of the State of Florida, and the powers of the L.C., shall be as follows:

ERKA, L.C.

1. To own, maintain, and lease commercial real estate, apartments, houses, and condominiums.

2. To engage in any activity or business authorized under the Florida Statutes.

3. In general, to carry on any and all incidental business; to have and exercise all the powers conferred by the laws of the State of Florida, and to do any and all things herein set forth to the same extent as a natural person might or could do.

4. To purchase or otherwise acquire, undertake, carry on, improve, or develop, all or any of the business, good will, rights, assets, and liabilities of any person, firm, association, or corporation carrying on any kind of business of a similar nature to that which this L.C. is authorized to carry on, pursuant to the provisions of the Articles of Incorporation; and to hold, utilize, and in any manner dispose of the rights and property so acquired.

5. To enter into and make all necessary contracts for its business with any person, entity, partnership, association, corporation, domestic or foreign, or of any domestic or foreign state, government, or governmental authority, or of any political or administrative subdivision, or department thereof, and to perform and carry out, assign, cancel, or rescind any of such contracts.

6. To exercise all or any of the L.C. powers, and to carry out all or any of the purposes, enumerated herein otherwise granted or permitted by law, while acting as agent, nominee, or attorney-in-fact for any persons or corporations, and perform any service under contract or otherwise for any corporation, joint stock company, association, and perform any service under contract or otherwise corporation, joint stock company, association, partnership, firm, syndicate, individual, or other entity, and in such capacity or under such arrangement develop, improve, stabilize, strengthen, or extend the property and commercial interest thereof, and to aid, assist, or participate in any lawful enterprise in connection therewith or incidental to such agency, representation, or service, and to render any other service or assistance insofar as it lawfully may under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit.

7. To do everything necessary, proper, advisable, or convenient for the accomplishment of any of the purposes, or the attainment of any of the objects, or the furtherance of any of the powers herein set forth, either alone or in association with others incidental or pertaining to, or going out of, or connected with its

ERKA, L.C.

business or powers, provided the same shall not be inconsistent with the laws of the State of Florida.

8. The several clauses contained in this statement of the general nature of the business or businesses to be transacted shall be construed as both purposes and powers of this L.C., and statements contained in each clause shall, except as otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other clause. They shall be regarded as independent purposes and powers.

Nothing herein contained shall be deemed or construed as authorizing or permitting, or purporting to authorize or permit the L.C. to carry on any business, exercise any power, or do any act which a L.C. may not, under the laws of the State of Florida, lawfully carry on, exercise, or do.

VI.

Guaranteed Payments

The company shall make annual guaranteed payments to its members named in this Paragraph VII as compensation for services performed in carrying out the operation of the L.C. "Guaranteed payments" is defined herein as any payment to a member without regard to the income of the L.C. as provided under I.R.C. Sec. 707(c). Initially, such guaranteed payments shall be made as follows:

ERIC S. MARKMAN	<u>\$1,000</u>
KAREN L. MARKMAN	<u>\$1,000</u>

VII.

Allocations and Distributions

.01 Cash flow shall be distributed to the members in such amounts and at such intervals as the manager(s) shall determine and among the members in proportion to their respective membership interests on attached Schedule "A."

.02 All profits in excess of the guaranteed payments, and losses of the L.C. shall be allocated among the members in proportion to their respective membership interests on attached Schedule "A" provided, however, that for Federal Income Tax purposes, income, gain, loss and deduction, with respect to property contributed to the L.C., shall be shared by the members so as to take account of the variation between the federal income tax basis of the property to the L.C. and its fair market value at the time of contribution to the L.C., utilizing any such method as is

ERKA, L.C.

selected by the manager(s) that is authorized pursuant to Internal Revenue Code Section 704(c), and regulations relating thereto.

No payments shall be made to the members unless the L.C. is able to meet its obligations.

VIII. Meetings

.02 Meetings of the members may be called by any manager or by members holding at least 10% of the membership interests upon 15 days prior written notice to each member of the L.C. Such notice shall set forth the time and place of the meeting. If no place for the meeting is designated, the place of meeting shall be the principal office of the L.C. Members holding at least 90% of all membership interests shall constitute a quorum at any meeting of members, whether present in person or by proxy.

.03 Manner of Acting

If a quorum is present at a meeting, the affirmative vote of members holding at least 51% of all memberships interests shall be the act of the members, unless the vote of a greater or lesser proportion or numbers is otherwise required by the Florida Limited Liability company Act, by the Articles of Organization or by this Agreement.

.04 Action by Members

Any action required or permitted to be taken at a meeting of members may be taken without a meeting if the action is evidenced by a written consent describing the action taken, executed by each member and delivered to the manager(s) for inclusion in the L.C. records. Any action taken pursuant to this .04 shall be effective when all members have executed the consent, unless the consent specifies a different effective date.

.05 Waiver of Notice

When any notice is required to be given to any members, a waiver thereof in writing executed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

IX. L.C. Funds

All funds received by the L.C. shall be utilized for L.C. purposes as determined by the manager(s) in the best interests of

ERKA, L.C.

the L.C. Until required for the L.C.'s business, all L.C. funds shall be deposited and maintained in such accounts in such banks or other financial institutions as shall be selected by the manager(s) or shall be invested in securities of the United States government, certificates of deposit or money market funds designated by the manager(s). The manager(s) or their designer shall have the right to draw checks payable in such funds and make, deliver, accept and endorse negotiable instruments in connection with the L.C.'s business. L.C. funds shall not be commingled with the funds of any person.

**X.
Costs and Expenses**

Members may be separately compensated on a salaried basis for services performed in carrying out the operation of the L.C. The L.C. may from time to time employ one or more managers or other representatives at a designated salary.

**XI.
Management Duties and Restrictions**

The business and affairs of the Company shall be managed solely by its designated managers. ERIC S. MARKMAN is hereby designated the initial manager until his resignation or removal from office, or his successor is elected and qualified. The manager shall have the following powers:

1. Endorse any note or act as an accommodation party, or otherwise become surety for any person in any transaction involved in the L.C.

2. Borrow or lend money, or make, deliver or accept any commercial paper, or execute any mortgage, security agreement, bond, or lease, or purchase or contract to purchase, or sell or contract to sell any property for or of the L.C.

3. Mortgage, grant a security interest in its share in the L.C. or in the L.C. capital assets or property, or do any act detrimental to the best interests of the L.C. or which would make it impossible to carry on the ordinary purpose of the L.C.

**XII.
Legal Counsel**

The legal counsel for the L.C. shall be Raul Gastesi Jr., or such other counsel as the members shall select. Said counsel shall review the legal affairs of the L.C. and perform such other

ERKA, L.C.

services as may be required and to report to the members with respect thereto. The legal counsel may be removed by the members without assigning any cause.

XIII. Power of Attorney

.01 Each member, by executing this agreement or a counterpart hereof, does hereby irrevocably constitute and appoint each manager, and any successor manager of the L.C., with full power of substitution, as such member's true and lawful attorney-in-fact ("the attorney in fact"), in his name, place, and stead, to execute, acknowledge, swear to, deliver, file, and record such documents which are now or may hereafter be required to law to be filed on behalf of the L.C. or are deemed necessary or desirable by the manager(s) to carry out fully the provisions of this agreement in accordance with its terms.

.02 Nature of Power of Attorney

The grant of authority in Section XII.01 by each member (i) is a special power of attorney coupled with an interest in favor of the attorney-in-fact and as such, shall be irrevocable and shall survive the death or legal incapacity of the member; (ii) may be exercised for the member by a facsimile signature of the attorney-in-fact; and (iii) shall survive the assignment by the member of all or any portion of his membership interest, except that where the assignee of the entire membership interest of the member has furnished a power of attorney and has been approved by the L.C. for admission to the L.C. as a substitute member pursuant to Article XVII, the power of attorney granted in Section XIII.01 shall survive such assignment for the sole purpose of enabling the attorney-in-fact to execute, acknowledge, and file any instrument necessary to effect such substitution and shall thereafter terminate.

XIV. Books

The L.C. books shall be maintained at the offices at 169 Orange Drive, Boynton Beach, Florida 33436, and each member shall have access thereto. The books shall be kept on a calendar year basis, and shall be closed and balanced at the end of each fiscal year. An audit shall be made as of the closing date, if a request for such audit is made in writing by any member, and mailed or delivered to the other members. Each of the parties to this agreement hereby covenants and agrees to cause all known business transactions pertaining to the purpose of the L.C., to be entered

ERKA, L.C.

properly and completely into said books. The L.C. will furnish annual financial statements to the members, and prepare tax returns in a timely manner.

XV. Insurance

During the course of the term for which this L.C. is formed, the L.C. may carry liability insurance in such amounts as are deemed appropriate by the members.

XVI. Voluntary Termination

The L.C. may be dissolved at any time by agreement of all the members, in which event the members shall proceed with reasonable promptness to liquidate the L.C. The assets of the L.C. shall be distributed in the following order:

1. To pay or provide for the payment of all L.C. liabilities to creditors other than members, and liquidating expenses and obligations;
2. To pay debts owing to members other than for capital and profits;
3. To pay debts owing to members in respect to capital; and
4. To pay debts owing to members in respect to profits.

Upon liquidation, a reasonable reserve as mutually determined in amount shall be established to cover the costs of liquidation.

XVII. Transfer of Membership Interest

.01 Restriction on Transfer

A member may not sell or transfer all or any part of his membership interest except with prior written consent of members holding 51% of membership interests, which consent may be withheld by a member in his sole and unrestricted discretion. Any sale or transfer without said consent shall be null and void and confer no rights on transferee as against the L.C. or as against the members.

ERKA, L.C.

.02 Admission of Additional or Substitute Members

No person may be admitted as an additional or substitute member without the unanimous written consent of all members.

.03 Termination of Member's Interest in L.C.

Upon a member's death, a member becoming bankrupt or the termination of a member's interest in the L.C. (by withholding or otherwise), such member's legal representative shall have all the rights of the member for the purposes of settling the member's estate and such powers as the member possessed to transfer his membership interest.

XVIII.

Dispute Resolution

The members intend to avoid major differences among themselves in the conduct of the L.C., but if differences arise, they intend such to be resolved quickly. The members intend that the terms of this Operating Agreement shall control the member's rights and obligations with respect to operations of the L.C. If differences should arise, the members agree to submit such dispute to mediation conducted by an impartial third-party pursuant to the rules of commercial mediation of the American Arbitration Association. If said differences cannot be resolved voluntarily within ten business days of submission to mediation, then members agree to submit the dispute to binding arbitration pursuant to the rules of commercial arbitration of the American Arbitration Association.

XIX.

Violation of this Agreement

Any member who shall violate any of the terms, conditions, and provisions of this agreement shall keep and save harmless the L.C. and shall also indemnify the other then members from any and all claims, demands and actions of every kind and nature whatsoever which may arise out of or by reason of such violation of any of the terms and conditions of this agreement.

XX.

Definitions

As used in this agreement, the following terms shall each have the meaning set forth in this Article (unless the context otherwise requires). For purposes of this agreement, the term "person" shall

ERKA, L.C.

include individuals, corporations, associations, partnerships, limited liability companies, trusts, estates and other entities.

.01 Act

Act shall mean the Florida Limited Liability Company Act, as now in effect or as hereafter amended or revised.

.02 Affiliate of a Member

Affiliate of a member shall mean any person directly or indirectly controlling, controlled by or under common control with a member or members.

.03 Agreement

Agreement shall mean this Operating Agreement, and the same may be amended or supplemented from time to time in accordance with the provisions hereof.

.04 Bankrupt

Bankrupt shall mean, with respect to any member, the occurrence of any one or more of the following: (i) the making by the member of an assignment for the benefit of creditors; (ii) the filing of an involuntary petition seeking an adjudication of bankruptcy under Chapter 7 of the Bankruptcy Code, which filing is not dismissed within sixty (60) days of the filing; (iii) the filing of a voluntary petition by the member under Chapter 7 of the Bankruptcy Code; (iv) the filing of a voluntary or involuntary petition under Chapters 11 or 13 of the Bankruptcy Code which is not dismissed within sixty (60) days of the filing,, but only if the member is not the debtor-in-possession of his assets; (v) the entry of an order, judgment or decree by a court of competent jurisdiction providing for the liquidation of the assets of the member or appointing a receiver, trustee or other administrator of the member's assets which continues in effect and unstated for a period of sixty (60) days; (vi) ;the confirmation of any plan of reorganization under either Chapter 11 or 13 of the Bankruptcy Code providing for the liquidation of substantially all of the member's assets. For purposes of (iv) above, a member shall not be considered a debtor-in-possession of his assets if a trustee, receiver or other person or entity is appointed to, or in fact does, control or operate the assets of the member.

.05 Bankruptcy Code

Bankruptcy Code shall mean Title 11 of the United States Code, as now in effect or as hereafter amended.

ERKA, L.C.

.06 Cash Flow

Cash flow shall mean all cash received by the L.C. from all sources (including capital contributions and borrowings), less cash expended or reserved in the discretion of the manager(s) for liabilities (contingent or otherwise), expenses, capital expenditures and obligations of the L.C. or obligations secured by the assets of the L.C.

.07 Code

Code shall mean the Internal Revenue Code of 1986, as now in effect or as hereafter amended.

.08 L.C.

L.C. shall mean ERKA, L.C., the limited liability company formed by the filing of the Articles of Organization, as constituted from time to time.

.09 Managers

Managers shall mean ERIC S. MARKMAN, and any successor or additional manager elected in such person's capacity as a manager.

.10 Members

Members shall mean the persons set forth on Schedule "A" attached hereto, and any person admitted as an additional or substitute member in accordance with Article XVII in such person's capacity as a member.

.11 Membership Interest

Membership interest shall mean, with respect to a member, the percentage of ownership interest in the L.C. of such member, as set forth on Schedule "A." Each member's percentage of membership interest in the L.C. shall be based on his relative capital contributions to the L.C.

.12 Property

Property shall mean, at any time, all property, whether real or personal, interests, assets or rights owned or held by or on behalf of the L.C. at such time.

ERKA, L.C.

IN WITNESS WHEREOF, the members have hereunto set their hands
on October 30, 1995.

Witness

Witness

Eric S. Markman
ERIC S. MARKMAN

Karen L. Markman
KAREN L. MARKMAN

STATE OF FLORIDA)
COUNTY OF DADE) ss:

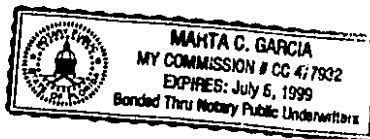
Before me personally appeared ERIC S. MARKMAN, personally
known to me or who has presented Fla. Drivers License as
identification, who subscribed to the above Operating Agreement,
and freely and acknowledged before me according to law that he made
the same for the uses and purposes mentioned and set forth in same.

IN WITNESS WHEREOF, I have set my hand and affixed my official
seal this 30th day of October, 1995.

Mahta C. Garcia
NOTARY PUBLIC

my commission expires:

STATE OF FLORIDA)
COUNTY OF DADE) ss:



Before me personally appeared KAREN L. MARKMAN, personally
known to me or who has presented Fla. Drivers License as
identification, who subscribed to the above Operating Agreement,
and freely and acknowledged before me according to law that she
made the same for the uses and purposes mentioned and set forth in
same.

EREA, D.C.

IN WITNESS WHEREOF, I have set my hand and affixed my official seal this 30th day of October, 1995.

NOTARY PUBLIC

my commission expires:



IN WITNESS WHEREOF, the manager(s) has hereunto set his hand and seal on October 30, 1995.

Witness

Witness

ERIC S. MARKMAN

STATE OF FLORIDA)
COUNTY OF DADE) ss:

Before me personally appeared ERIC S. MARKMAN, personally known to me or who has presented Fla. Drivers License as identification, who subscribed to the above Operating Agreement, and freely and acknowledged before me according to law that he made the same for the uses and purposes mentioned and set forth in same.

IN WITNESS WHEREOF, I have set my hand and affixed my official seal this 30th day of October, 1995.

NOTARY PUBLIC

my commission expires:



ERKA, L.C.

SCHEDULE "A"

Operating Agreement FOR ERKA, L.C.

Name and Address Of Member	Capital Contribution	Membership Interest
ERIC S. MARKMAN 169 Orange Dr. Boynton Beach, FL	\$13,000.00 (cash)	50%
KAREN L. MARKMAN 169 Orange Dr. Boynton Beach, FL	\$13,000.00 (cash)	50%

AFFIDAVIT OF ERIC S. MARKMAN

STATE OF FLORIDA :
:SS
COUNTY OF DADE :

Before me, the undersigned authority, personally appeared this date, ERIC S. MARKMAN who, after being duly sworn deposes and says:

1. My name is ERIC S. MARKMAN. My address is 169 Orange Drive, Boynton Beach, Florida 33436. I am the manager and a member of ERKA, L.C.

2. I am submitting this Affidavit pursuant to the requirements of Florida Statutes § 608.407(2)(1993).

3. ERKA, L.C., is a Florida Limited Liability company that has at least two (2) members.

4. The amount of cash contributed by the members and the amount anticipated to be contributed by the members is as follows:

ERIC S. MARKMAN - 50% = \$13,000 (cash)
KAREN L. MARKMAN - 50% = \$13,000 (cash)

TOTAL 26,000

FURTHER AFFIANT SAYETH NAUGHT.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA


ERIC S. MARKMAN

SWORN TO AND SUBSCRIBED before me this 30th day of October, 1995, in the County and State aforesaid by ERIC S. MARKMAN, who is personally known to be or has presented Fla. Drivers Licence as identification.


NOTARY PUBLIC

My Commission Expires:



L95000000835

April 18, 1996

Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Attention: Steven Harris

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****113.75 ****111.25

To whom it may concern,

Enclosed please the following:

- check #101 for \$113.75 payment for filing fee, Certified copy, Certificate of Status
- Articles of Dissolution for a Florida Limited Liability Company & letter
- also enclosed for your information SS-4 form and Florida Department of State form.

Please process dissolution at your earliest convenience.

Thank you.



Eric S. Markman



Karen L. Markman

169 Orange Drive
Boynton Beach, Florida 33436

phone 407 735 7611
work 407 364 0664

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SECRETARY OF STATE
DIVISION OF CORPORATIONS

**ARTICLES OF DISSOLUTION
FOR
A FLORIDA LIMITED LIABILITY COMPANY**

FILED
SECTION 608.441
95 APR 22 AM 10:56

1. The name of the limited liability company is ERKA, L.C.

2. The effective date of the limited liability company's dissolution is March 29, 1996

3. A description of the occurrence that resulted in the limited liability company's dissolution pursuant to section 608.441, Florida Statutes, (copy of 608.441 on back of cover letter).

By the unanimous written agreement of all members.

4. **CHECK ONE :**

☒ All debts, obligations and liabilities of the limited liability company have been paid or discharged.

-OR- NEVER COMMENCED BUSINESS NO DEBTS

☐ Adequate provision has been made for the debts, obligations and liabilities pursuant to 608.4421.

5. All remaining property and assets have been distributed among its members in accordance with their respective rights and interests.

6. **CHECK ONE :**

☒ There are no suits pending against the company in any court.

-OR-

☐ Adequate provision has been made for the satisfaction of any judgement, order or decree which may be entered against it in any pending suit.

Signatures of all members :

Signature

Typed or Printed name

Eric S. Markman

Eric S. Markman

Karen L. Markman

Karen L. Markman

March 29, 1996

RE: ERKA, L.C.
a Limited Liability company

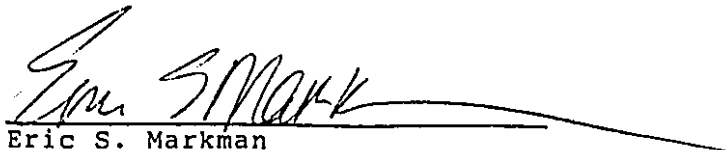
Florida Department of State
The Articles of Organization filed on November 1, 1995.
document number L95000000835

SS-4 EIN# 65-0618775

On March 29, 1996, by agreement of all the members, ERKA, L.C.
was voluntarily dissolved.

ERKA, L.C. never commenced business and was inactive.

Members:


Eric S. Markman


Karen L. Markman

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