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## FLORIDA LIMITED LIABILITY CO.

### Sixty Five 111 LLC

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# ARTICLES OF ORGANIZATION
*of*
# SIXTY FIVE 111 LLC
***a Florida Limited Liability Company***

These Articles of Organization are adopted for the purpose of forming a limited liability company under the laws of the State of Florida, to be filed with the Florida Department of State, as follows:

## ARTICLE ONE: NAME

The name of the Company is Sixty Five 111 LLC.

## ARTICLE TWO: PRINCIPAL OFFICE AND MAILING ADDRESS

The principal office of the Company shall be located at 2917 Esmeralda Dr, Sarasota, FL 34243, and its mailing address shall be the same as its principal office address, until and unless such principal office location or mailing address is subsequently changed by the Company. The Company may also establish and maintain any other locations or mailing addresses as is determined by the Company to be appropriate.

## ARTICLE THREE: COMMENCEMENT AND DURATION

The Company shall commence its existence on 16 July 2024 and it shall exist perpetually thereafter until and unless terminated in accordance with its Operating Agreement or otherwise dissolved according to law.

## ARTICLE FOUR: OPERATING AGREEMENT

The Company shall adopt an Operating Agreement by affirmative unanimous vote or consent of all the Members of the Company, which may thereafter be amended or repealed only in accordance with the terms thereof. The Operating Agreement must be in writing and shall be signed by all Members, establishing their consent thereto.

## ARTICLE FIVE: MEMBERSHIP

The initial Members of the Company are those one or more persons or entities joining in execution of the Operating Agreement, each such Member having the percentage, proportion, or fractional part specified therein, referred to as a Membership Interest. The initial Members authorize the undersigned signatory of these Articles of Organization to submit the same for filing with the Florida Department of State, as their authorized representative.

Additional Members shall be admitted to the Company only in accordance with the Operating Agreement. No Membership Interest may be transferred and no additional Members shall be admitted to the Company except as specifically set forth in the Operating Agreement and in strict compliance therewith.

## ARTICLE SIX: MANAGEMENT AND AGENCY

The Company shall be a manager-managed Company and it shall be managed by one or more Managers appointed by the Members from time-to-time in accordance with the Operating Agreement. A Manager may be removed and other or additional Managers appointed by the Members in accordance with the Operating Agreement; provided, however, that the Company shall always have at least one Manager.

If the Company at any time has more than one Manager, then any one Manager shall have full and complete authority to act for and bind the Company without requiring notice to or joinder by or consent of any other Manager. Any one Manager may pursue any legal actions and may execute and deliver any instruments or documents in the name and behalf of the Company on any one or more occasions; no other signature or further action shall be required for any such instrument or document to be valid, binding and enforceable against the Company in accordance with its terms.

Until and unless changed by the Members in accordance with the Operating Agreement, the Company shall have two initial Managers and those Managers are Jose D. Valencia, whose address is 2917 Esmeralda Dr, Sarasota, FL 34243, and Diana Valencia, whose address is 2917 Esmeralda Dr, Sarasota, FL 34243.

A Manager may from time-to-time adopt resolutions of the Company appointing one or more agents who are granted authority to undertake various actions specified therein and to bind the Company with respect thereto, the same the Manager could itself undertake, including (but not limited to) delegation of the right to sell, convey, purchase, acquire, mortgage, encumber, and lease real property (including any interest in real property) and the right to borrow, incur debt, and obligate the Company financially. This also includes delegation of the right to sign and deliver, and to accept delivery of, any and all documents in the name of and on behalf of the Company relating to the transfer, sale, conveyance, encumbrance, purchase, acquisition, or any other transaction of or matter affecting real property, including (but not limited to) offers to purchase or sell, contracts and assignment of contracts, deeds, promissory notes and endorsements thereof, mortgages, leases and assignments of leases, releases, agreements, affidavits, closing statements, receipts, waivers, notices, U.S. Internal Revenue Service forms and reports, and all other documents deemed appropriate by the appointed agent to carry out any such grant and delegation. This also includes delegation of the right to engage in any and all banking and other financial activities in behalf and in the name of the Company, with authority to establish banking relationships with any bank or other financial institutions, to open any accounts, and to have signature authority thereon. Any such appointed agent shall be entitled to reimbursement of expenses incurred in behalf of the Company, shall be indemnified and held harmless by the Company for any claims, and shall not be liable for any acts or decisions made in good faith. Any such appointment may be revoked at any time.

### ARTICLE SEVEN: REGISTERED OFFICE AND AGENT

The Registered Office of the Company is at 3908 26th St W, Bradenton, FL 34205, and the Registered Agent at that address is Agency Agents, LLC, a Florida limited liability company. The Company may subsequently change either or both the Registered Office and Registered Agent from time-to-time hereafter.

### ARTICLE EIGHT: AMENDMENT OF ARTICLES OF ORGANIZATION

These Articles of Organization may be amended only upon the affirmative unanimous vote or consent thereto of all the Members.

*In Witness Whereof*, these Articles of Organization are executed on 16 July 2024 by Marc H. Feldman, as authorized representative for the initial Member or Members of the Company.

Marc H. Feldman

# ACCEPTANCE OF APPOINTMENT

*as*

# REGISTERED AGENT

Agency Agents, LLC, a Florida limited liability company, hereby accepts its appointment as Registered Agent for Sixty Five 111 LLC, a Florida limited liability company, and will maintain the Registered Office of the Company in Manatee County, Florida, at 3908 26th St W, Bradenton, FL 34205.

Agency Agents, LLC, is familiar with and accepts the obligations imposed upon it as Registered Agent under Florida law.

Dated: 16 July 2024.

Agency Agents, LLC,
a Florida limited liability company,

by: ______________________
Marc H. Feldman, Manager