

L01000002264

MJH

January 9, 2001

00789-01122-00671

Registration Section  
Division of Corporations  
P O Box 6327  
Tallahassee, Florida 32314

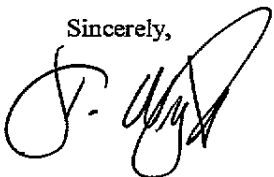
Dear Sir or Madam;

W01-917  
000003529670--6  
-01/09/01--01061--001  
\*\*\*\*160.00 \*\*\*\*160.00

Enclosed please find "Articles of Organization" for Alchemy International, LLC along with a US Postal Money Order for \$160.00 filing fee.

Please provide me with a certified copy of "Articles" and a certificate of status.

Sincerely,



Trudy Wright, President/Secretary

ALCHEMY INTERNATIONAL, LLC  
3101 SW 34 AVE #905  
PMB 452  
OCALA FLORIDA 34474  
352-402-0943  
305-495-6997

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
01 FEB 12 AM 11:20



FLORIDA DEPARTMENT OF STATE

Katherine Harris  
Secretary of State

January 11, 2001

TRUDY WRIGHT  
ALCHEMY INTERNATIONAL, LLC  
3101 SW 34 AVE. #905, PMB 452  
OCALA, FL 34474

SUBJECT: ALCHEMY INTERNATIONAL, LLC  
Ref. Number: W0100000917

We have received your document for ALCHEMY INTERNATIONAL, LLC and your check(s) totaling \$160.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The document must contain both the street address of the principal office and the mailing address of the entity.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6967.

Michelle Hodges  
Document Specialist

Letter Number: 801A00001802

**ARTICLES OF ORGANIZATION**  
**of**  
**Alchemy International, LLC**

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
01 FEB 12 AM 11:21

**ARTICLE I**

**NAME:** The name of this Limited Liability Company shall be Alchemy International, LLC.

**ARTICLE II**

**REGISTERED OFFICE:** The registered office of this Limited Liability Company is located at: 3101 SW 34th Avenue; #446 in the City of Ocala, County of Marion, State of Florida, Zipcode of 34474 and may transact its business and maintain offices for such purposes at such other places either within or without the State of Florida.

**ARTICLE III**

**REGISTERED AGENT:** The name and mailing address of the Registered Agent for this Limited Liability Company who agrees and on whom service of process, notice or demand that is required or permitted by law to be served on this Limited Liability Company is Trudy Wright at 3101 SW 34th Avenue; #446, Ocala, Florida. 34474

  
Trudy Wright, Registered Agent

**ARTICLE IV**

**BUSINESS PURPOSE:** This Limited Liability Company intends to engage in any lawful business, whether for profit or not, subject to any provision of law governing or regulating such business within this State.

**ARTICLE V**

**NUMBER AND CLASSES OF MEMBERS:** This Limited Liability Company is being formed with two (2) or more members, as provided under state laws, whose interest, participation and voting rights may be allocated between different classes of members, if any, as may be authorized under regulations duly adopted in an Operating Agreement.

## ARTICLE VI

**MANAGEMENT: (BY MEMBERS)** The management of the business affairs and property of this Limited Liability Company shall be reserved to the members, whose numbers shall not be less than two and who shall adopt an Operating Agreement containing all of the provisions deemed appropriate and consistent with laws that govern the conduct of its business affairs, its authorities, rights and powers, and the authorities, duties, rights and powers of its members, managers, officers, employees or agents.

The members may, by lawful consent, appoint one or more managers to manage the business affairs and property of the company and whose authorities, duties, rights and powers shall be authorized pursuant to a duly adopted Operating Agreement.

The names and addresses of the persons who will be the lawful members of this Limited Liability Company at the time of its formation are:

**Bernard Benaim, Sr. Member**

c/o 3389 Sheridan Street; #235

Name of Member

Hollywood, Florida 33021

**Exodus**

3301 SW 34<sup>th</sup> Avenue; #905-446

Name of Member

Ocala, Florida 34474

Principal Office : ALCHEMY INTERNATIONAL, LLC  
MAILING ADDRESS : 3101 S.W. 34 AVE #905  
PMB 446  
OCALA FLORIDA 34474

## ARTICLE VII

**MANAGEMENT: (BY MANAGERS)** The management of the business affairs and property of this Limited Liability Company shall be vested in one or more managers who need not be members, but shall be appointed by a majority vote of the members, with full authority to actively manage the business affairs and property of this Limited Liability Company, subject to the rights, powers and duties authorized pursuant to the Operating Agreement duly adopted by the members.

The name(s) and address(es) of the person(s) who shall serve as manager(s) of this Limited Liability Company at the time of its formation and continually for such periods as hereafter fixed by the members or as provided in the duly adopted Operating Agreement, is(are):

**Trudy Wright, General Manager**  
Name of Manager

3101 SW 34<sup>th</sup> Avenue; #446  
Ocala, Florida 34474

\_\_\_\_\_  
Name of Manager

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Name of Manager

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip Code

## ARTICLE VIII

**DURATION PERIOD:** The duration period of this Limited Liability Company shall be twenty (20) years unless sooner dissolved in a manner authorized by State Laws.

## ARTICLE IX

**CAPITALIZATION:** This Limited Liability Company shall be initially capitalized with capital contributions made by its members who may contribute, or promise to contribute cash, property or services.

The value of the capital contributions of property or services is the fair market value of such property or services either at the time the property is lawfully transferred or the services rendered to this Limited Liability Company.

## **ARTICLE X**

**LIMITATION OF LIABILITY:** The members, managers, employees, officers or agents of this Limited Liability Company are not liable, solely by reason of being a member, manager, employee, officer or agent of this Limited Liability Company for the debts, obligations and liabilities incurred by this Limited Liability Company whether arising in contract or tort, under a judgment decree or order of a court or otherwise.

## **ARTICLE XI**

**LAWFUL AGENTS:** (a) If management of this Limited Liability Company is vested with the members, as may be provided herein under Article VI, each such member is a lawful agent of this Limited Liability Company for the purpose of carrying on its business in the usual way, unless any such member has, in fact, no authority to act for this Limited Liability Company as provided either under Paragraph (b) of this Article or the Operating Agreement; otherwise, the acts of each member, including the execution in the name of this Limited Liability Company of any document, instrument or business papers for carrying on in the usual way, the business of this Limited Liability Company, legally binds this Limited Liability Company in all business transactions.

(b) If management of this Limited Liability Company is vested in one or more managers, as may be provided herein under Article VI, a member is not an agent of this Limited Liability Company for the purpose of carrying on its business in the usual way, as each manager is the lawful agent of this Limited Liability Company and whose acts, including the execution in the name of this Limited Liability Company of any document, instrument or business papers for the purpose of carrying on its business in the usual way, legally binds this Limited Liability Company in every business transaction.

## **ARTICLE XII**

**ASSIGNMENT OF MEMBERS INTEREST:** (a) The interest of any member may be assigned in whole or in part to a third party or parties, provided, however, such assignment does not dissolve this Limited Liability Company; nor does it entitle the assignee to participate in the management of the business and affairs of this Limited Liability Company, unless assignee is duly admitted as a member upon the written unanimous consent of all members.

(b) If an interest in this Limited Liability Company is acquired directly from this Limited Liability Company upon the unanimous consent of all members, then such an additional member is entitled to all of the rights, privileges, immunities and restrictions accorded all members pursuant to these Articles Of Organization and/or the duly adopted Operating Agreement.

(c) When a member assigns all or part of his or her interest in this Limited Liability Company to a third party or parties, such member is not released from his or her liability to the Limited Liability Company, unless or until the written unanimous consent of all members is given, whether or not assignee has been accepted as a lawful member of this Limited Liability Company.

### ARTICLE XIII

**INDEMNIFICATION:** This Limited Liability Company shall indemnify every manager, employee, officer, agent or any other persons performing the usual business of this Limited Liability Company, or his or her heirs, executors and administrators, against expenses reasonably incurred by him or her in connection with any action, suit or proceeding holding such person to be liable for negligence or misconduct.

In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which this Limited Liability Company is advised by counsel that the person to be indemnified did not commit such breach of duty; however, this right of indemnification shall not be exclusive of other rights to which he or she may be entitled. And as used in this Article, expenses shall include amounts of judgments, penalties or fines rendered or levied against such manager or member, and the amounts paid in settlement thereof, provided, however, such payments shall have been approved by all the members of this Limited Liability Company.

### ARTICLE XIV

**ACTION BY CONSENT:** Any action taken by the members or managers, whichever is vested with the management of the business and affairs of this Limited Liability Company, which significantly effects either the capital or liability of this Limited Liability Company shall be first duly authorized by the written unanimous consent of all of the managers or members, whichever applicable.

### ARTICLE XV

**OPERATING AGREEMENT:** If there be two or more members, the members shall by unanimous consent, adopt an Operating Agreement at their Organizational Meeting that will direct the management, regulation and government of the business affairs and property of this Limited Liability Company. Said Operating Agreement may be amended from time to time by a majority vote of the members or managers, whichever is vested with the management of this Limited Liability Company.

### ARTICLE XVI

**FISCAL YEAR:** The fiscal year of this Limited Liability Company shall be that period fixed either by the members having an aggregate interest in the profits and capital of this Limited Liability Company in excess of 50% or upon a showing of a valid business purpose for such fiscal year, if not the calendar year. The fiscal year shall therefore be December 31st of each year.

IN WITNESS WHEREOF, I have set my hand this 2nd day of December, 2000.

Bernard Benaim as Organizer  
Bernard Benaim

c/o 3389 Sheridan Street; #235  
Hollywood, Florida 33021