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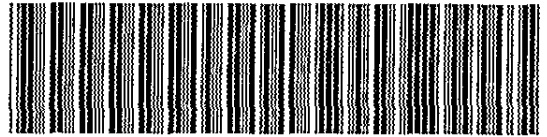
(Business Entity Name)

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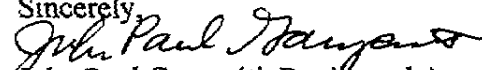
Florida Department of State
Division of Corporation
P.O. Box 6327
Tallahassee, FL 32314

November 19, 2002

RE: Articles of Amendment to Articles of Organization of
The Entertainment Place L.L.C.

See enclosed Articles of Amendment to Articles of Organization of
The Entertainment Place L.L.C.

Sincerely,


John Paul Garzaniti, Registered Agent
The Entertainment Place L.L.C.
8676 San Andros
West Palm Beach, FL 33411
561-795-2041

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

The Entertainment Place L.L.C.

(Present Name)
(A Florida Limited Liability Company)

FIRST: The date of filing of the articles of organization was November 6, 2002

SECOND: The following amendment(s) to the articles of organization was/were adopted by the limited liability company:

- Member Managed Operating Agreement
- Schedule A
- Bill of Sale

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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Dated November 19, 2002

John Paul Garzaniti
Signature of a member or authorized representative of a member

John Paul Garzaniti
Typed or printed name of signee

Limited Liability Company
Member-Managed Operating Agreement of
The Entertainment Place LLC.

THIS AGREEMENT is made effective as of November 19, 2007 among the member(s) and the company.

1. **Formation.** A limited liability company of the above name has been formed under the laws of the state of Florida by filing articles of organization with the secretary of state. The purpose of the business shall be to carry on any act or activity lawful under the jurisdiction in which it operates. The company may operate under a fictitious name or names as long as the company is in compliance with applicable fictitious name registration laws. The term of the company shall be perpetual or until dissolved as provided by law or by vote of the member(s) as provided in this agreement. Upon dissolution the remaining members shall have the power to continue the operation of the company as long as necessary and allowable under state law until the winding up of the affairs of the business has been completed.
2. **Members.** The initial member(s) shall be listed on Schedule A. Additional members may be admitted to membership upon the unanimous consent of the current members. Transfer or pledge of a member's interest may not be made except upon consent of all members.
3. **Contributions.** The initial capital contribution(s) shall be listed on Schedule A. No member shall be obligated to contribute any more than the amount set forth on Schedule A unless agreed to in writing by all of the members and no member shall have any personal liability for any debt, obligation or liability of the company other than for full payment of his or her capital contribution. No member shall be entitled to interest on the capital contribution. Member voting rights shall be in proportion to the amount of their contributions.
4. **Profit and Loss.** The profits and losses of the business, and all other taxable or deductible items shall be allocated to the members according to the percentages on Schedule A.
5. **Distributions.** The company shall have the power to make distributions to its members in such amounts and at such intervals as a majority of the members deem appropriate according to law.
6. **Management.** The limited liability company shall be managed by its members listed on Schedule A. In the event of a dispute between members, final determination shall be made with a vote by the members, votes being proportioned according to capital contributions.
7. **Registered Agent.** The company shall at all times have a registered agent and registered office. The initial registered agent and registered office shall be listed on Schedule A.
8. **Assets.** The assets of the company shall be registered in the legal name of the company and not in the names of the individual members.
9. **Records and Accounting.** The company shall keep an accurate accounting of its affairs using any method of accounting allowed by law. All members shall have a right to inspect the records during normal business hours. The members shall have the power to hire such accountants as they deem necessary or desirable.
10. **Banking.** The members of the company shall be authorized to set up bank accounts as in their sole discretion are deemed necessary and are authorized to execute any banking resolutions provided by the institution in which the accounts are being set up.
11. **Taxes.** The company shall file such tax returns as required by law. The company shall elect to be taxed as a majority of the members decide is in their best interests. The "tax matters partner," as required by the Internal Revenue Code, shall be listed on Schedule A.
12. **Separate Entity.** The company is a legal entity separate from its members. No member shall have any separate liability for any debts, obligations or liability of the company except as provided in this agreement.

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 TALLAHASSEE, FLORIDA

13. Indemnity and Exculpation. The limited liability company shall indemnify and hold harmless its members, managers, employees and agents to the fullest extent allowed by law for acts or omissions done as part of their duties to or for the company. Indemnification shall include all liabilities, expenses, attorney and accountant fees, and other costs reasonably expended. No member shall be liable to the company for acts done in good faith.

14. Meetings. The members shall have no obligation to hold annual or any other meeting, but may hold such meetings if they deem them necessary or desirable.

15. Amendment of this Agreement. This agreement may not be amended except in writing signed by all of the members.

16. Conflict of interest. No member shall be involved with any business or undertaking which competes with the interests of the company except upon agreement in writing by all of the members.

17. Deadlock. In the event that the members cannot come to an agreement on any matter the members agree to submit the issue to mediation to be paid for by the company. In the event the mediation is unsuccessful, they agree to seek arbitration under the rules of the American Arbitration Association.

18. Dissociation of a member. A member shall have the right to discontinue membership upon giving thirty days notice. A member shall cease to have the right to membership upon death, court-ordered incapacity, bankruptcy or expulsion. The company shall have the right to buy the interest of any dissociated member at fair market value.

19. Dissolution. The company shall dissolve upon the unanimous consent of all the members or upon any event requiring dissolution under state law. In the event of the death, bankruptcy, permanent incapacity, or withdrawal of a member the remaining members may elect to dissolve or to continue the continuation of the company.

20. General Provisions. This agreement is intended to represent the entire agreement between the parties. In the event that any party of this agreement is held to be contrary to law or unenforceable, said party shall be considered amended to comply with the law and such holding shall not affect the enforceability of other terms of this agreement. This agreement shall be binding upon the heirs, successors and assigns of the members.

21. Miscellaneous. _____

IN WITNESS whereof, the members of the limited liability company sign this agreement and adopt it as their operating agreement this 19 day of November 2000

John Paul Gargano

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TALLAHASSEE, FLORIDA

Schedule A to
Limited Liability Company
Operating or Management Agreement of

1. Initial member(s): The initial member(s) are:

John Paul Garzaniti

2. Capital Contribution(s): The capital contribution(s) of the member(s) is/are:

All of the assets as listed on Bill of Sale

3. Profits and Losses: The profits, losses and other tax matters shall be allocated among the members in the following percentages:

John Paul Garzaniti - 100%

4. Management: The company shall be managed by:

Member John Paul Garzaniti

5. Registered Agent: the initial registered agent and registered office of the company are:

*John Paul Garzaniti, 8676 San Andros
West Palm Beach, FL
33411*

6. Tax Matters: The tax matters partner is:

John Paul Garzaniti

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TALLAHASSEE, FLORIDA

Bill of Sale

The undersigned, in consideration of the receipt of 100 % of the membership interest in The Entertainment Place L.L.C., a Florida limited liability company, hereby grants, bargains, sells, transfers and delivers unto said company the following goods and chattel:

- | | |
|--|--|
| 1 Chair | - Rights of Distribution SMC Merchandise |
| 1 GE Telephone | - Rights of Distribution Travel - VIP Travel |
| 2 Bookcases | - Rights of Distribution PrePaid Directories |
| 1 eMachine Computer | - Rights of Distribution Legal Service Inc |
| 1 Printer | |
| 1 Scanner | |
| 1 uSight hosted Web Site | |
| 1 Bridgeview Merchant Act | |
| 2 Internet Domain Names (The-Entertainment-Place.com) | |
| | Entertaining-Places.com |

To have and to hold the same forever.

And the undersigned, their heirs, successors and administrators, covenant and warrant that they are the lawful owners of the said goods and chattels and that they are free from all encumbrances. That the undersigned have the right to sell this property and that they will warrant and defend the sale of said property against the lawful claims and demands of all persons.

IN WITNESS whereof the undersigned have executed this Bill of Sale this 18th day of November, 2002

John Paul Gargano

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