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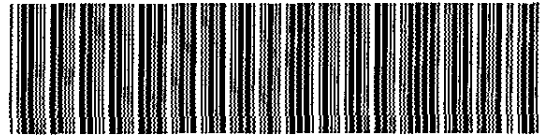
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**GATLIN & BIRCH, P.A.**  
ATTORNEYS AT LAW

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DEAN W. BIRCH  
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February 20, 2003

Department of State  
Division of Corporations  
Old Jail  
409 E. Gaines St.  
Tallahassee, FL 32301

**VIA FEDERAL EXPRESS**  
**AIRBILL NO.: 8360 7605 2222**

Re: Einstein's Playground, LLC.

Dear Sir or Madam:

Enclosed are the Articles of Organization of Einstein's Playground, LLC., along with a check in the amount of \$125.00. The check is to cover the filing fee.

Please process the enclosed articles as soon as possible.

If you have any questions, please feel free to contact our office.

Sincerely yours,

GATLIN & BIRCH, P.A.

  
DEAN W. BIRCH, ESQUIRE

DWB/pkc

Enclosures

**ARTICLES OF ORGANIZATION  
OF  
EINSTEIN'S PLAYGROUND, LLC**

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TALLAHASSEE, FL

**ARTICLE I - NAME**

The name of the limited liability company ("Company") is Einstein's Playground, LLC.

**ARTICLE II - ADDRESS**

The initial mailing address and street address of the principal office of the Company is 5006 Chatam Lane, Tampa, FL 33624.

**ARTICLE III - PURPOSE**

This Company is organized to transact any and all lawful business for which a limited liability company may be formed.

**ARTICLE IV - DURATION**

The period of duration of this Company is perpetual.

**ARTICLE V - REGISTERED AGENT AND OFFICE**

The name of Company's initial registered agent for service of process in Florida is Karen A. West, and the address of the registered office of the registered agent in Florida is 5006 Chatam Lane, Tampa, FL 33624.

**ARTICLE VI - MANAGEMENT**

The Company is to be managed by its members.

**ARTICLE VII - MEMBERS**

This initial Members of this Company shall be as follows:

KAREN A. WEST  
CAROL S. BIRCH  
KIM A. GALANG  
SHELLEY L. SERRA

Members of the Company, by majority vote, shall have the right to admit additional Members. The Members shall determine, at the time of any such new admission, the amount and nature of any contributions by any such new Member.

#### **ARTICLE VIII - MEMBERSHIP INTERESTS**

A membership interest shall not be assignable by any Member, except to the Company or an existing Member, unless authorized by appropriate vote of all members, or as may be otherwise allowed by the Operating Agreement or these articles.

#### **ARTICLE IX - MEMBER VOTING**

Each Member shall have one (1) vote at any meeting of the Members. Any deadlock in voting shall be broken by the vote of one (1) non-member, selected by a majority of the members, who shall be deemed to be a temporary voting member of the Company for the sole purpose of breaking such deadlock. The decision of that non-member, in breaking any deadlock, shall be binding on all Members.

#### **ARTICLE X - OFFICERS**

The Members of the Company may elect one or more officers.

#### **ARTICLE XI - MEMBERSHIP TRANSFER RESTRICTIONS**

Transfer. No Member shall have the right to sell, assign, pledge, encumber, transfer, or otherwise dispose of (hereinafter collectively referred to as a "Transfer") any of the membership interests in the Company held or owned by any such Member without first offering such membership interests for sale to the Company at their book value as determined by the Company's accountant pursuant to generally accepted accounting

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principles. Such offer shall be in writing, shall set forth the number of membership interests involved in such proposed Transfer, shall set forth the person or entity to whom the membership interests are to be transferred, shall be signed by the Member who intends to so Transfer said membership interests (the "Transferring Member"), and shall be sent by registered or certified mail to the Company at its principal place of business. That offer shall remain open for acceptance by the Company for a period of forty-five (45) days from the date of receipt by the Company of that notice. If the Company does not give the Transferring Member, within that forty-five (45) day period, written notice of the Company's decision to purchase all of those membership interests, then the other Members of the Company shall have the option, for a period of fifteen (15) days following the end of that forty-five (45)-day period, to purchase a proportionate number of those membership interests not being purchased by the Company, based upon each Members percentage ownership of membership interests in the Company (any Member may also give notice of his intention to purchase any membership interests not agreed to be purchased by the other Member(s)), which purchase may be made on the same purchase price, terms and conditions previously available to the Company. The Company shall be required to immediately send each Member a copy of any notice received by the Company pursuant to this Article, and indicating thereon what day that notice was received by the Company. The Company shall also be required to send each Member a copy of any notice by the Company, if any, to the Transferring Member of the Company's decision to purchase those membership interests. If the Company does not give notice within that forty-five (45) day period of its intent to purchase all of the membership interests being offered by a Transferring Member, and the other Members fail to give the Transferring Member written notice within the aforesaid fifteen (15) day period of their intent to purchase all of the remaining membership interests not

purchased by the Company, then the Transferring Member shall have the right to dispose of all of his or her membership interests as he or she may see fit. If, however, the Transferring Member fails to Transfer all of those membership interests within ninety (90) days after the end of the notice periods, then those membership interests not so transferred will again be subject to the terms and conditions of this Article. It is the intent of this paragraph that if all of the membership interests being offered for Transfer by the Transferring Member are not purchased by the Company and/or the other Members pursuant to this Article, then the Transferring Member may refuse to sell any of the membership interests to the Company or the other Members and may transfer or dispose of all of his or her membership interests in full as he or she may see fit.

Death. On the death of any Member, the Company shall have the right to purchase all membership interests in the Company owned by such Member immediately prior to his or her death at the book value of such membership interests as determined by the accountant for the Company based on generally accepted accounting principles, and this provision shall be binding on the beneficiaries, executor, administrator, and personal representative of each such Member. The beneficiaries, executor, administrator or personal representative shall be required to give the Company written notice of the death of the Member, which notice shall contain the information required in the notice from the Transferring Member as set forth in the preceding paragraph. The Company shall have a period of forty-five (45) days in which to give the beneficiary, executor, administrator or personal representative written notice of the Company's desire to purchase all of such membership interests, which forty-five (45) day period shall not begin until the Company's receipt of that notice. If the Company should fail or refuse to give notice within that forty-five (45) day period of the Company's desire to purchase all of the deceased Member's membership interests, then the beneficiaries,

executor, administrator or personal representative of the deceased Member shall have the right to dispose of those membership interests as he or she may see fit.

Exceptions to Restrictions. The restrictions on a Member's right to Transfer membership interests in the Company shall not apply to a Transfer of the membership interests to the Company or another existing Member. Nor shall the restrictions on a Member's right to Transfer membership interests in the Company apply if prior written consent is obtained from each Member of the Company.

Non-Compliance with this Article. Any attempt to Transfer, or distribute to any heirs or beneficiaries of a Member, any membership interests in the Company not in accordance with this Article shall be null and void and any such person or entity receiving any interest in any such membership interests shall not be entitled to transfer or registration of that interest on the books of the Company, and shall have no voting rights.

Payment of Purchase Price. The purchase price payable by the Company and/or the other Members for the Transferring Member's membership interests shall be payable in cash at a closing to be scheduled at a mutually convenient time for all parties thereto, but said closing shall not be held any later than thirty (30) days after the date on which the last notice of intent to purchase such membership interests is mailed by the Company or any Member to the Transferring Member, or in the case of a deceased Member to such Member's beneficiaries, executor, administrator or personal representative. If the closing of any purchase of any membership interests by the Company and/or the other Members does not occur within thirty (30) days after the date on which the last notice of intent to purchase such membership interests is mailed by the Company or any Member to the Transferring Member, or in the case of a deceased Member to such Member's beneficiaries, executor, administrator or personal representative, then the Transferring Member, or in the case of a

deceased Member the beneficiaries, executor, administrator or personal representative of such Member, shall have the right to dispose of all of those membership interests as he or she may see fit.

Legend. If membership certificates are issues, each membership certificate issued by the Company shall have printed or stamped on it the following legend:

"These membership interests are held subject to certain transfer restrictions imposed by the Articles of Organization. A copy of such Articles are on file at the principle office of the Company."

IN WITNESS WHEREOF, we have executed these Articles of Organization on this

18 day of February, 2003, at Tampa, Florida.

**MEMBERS:**

Karen A. West

KAREN A. WEST

Carol S. Birch

CAROL S. BIRCH

Kim A. Galang

KIM A. GALANG

Shelley L. Serra

SHELLEY L. SERRA

**REGISTERED AGENT**

Having been named as registered agent and to accept service of process for the above-named limited liability company at the place designated in this certificate, 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 relating to the proper and complete performance

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TAMPA, FLORIDA



of my duties, and I am familiar with and accept the obligations of my position as registered agent.

DATED: February 18, 2003.

Karen A. West  
KAREN A. WEST, Registered Agent

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CLERK OF SUPERIOR COURT  
JULIA M. S. FLORES