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SAMSONS INVESTMENTS, LLC

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**AMENDED
ARTICLES OF ORGANIZATION AND
LIMITED LIABILITY COMPANY OPERATING AGREEMENT**

FOR

SAMSONS INVESTMENTS, LLC

A Manager-Managed Limited Liability Company

THIS LIMITED LIABILITY COMPANY AGREEMENT (the Agreement) is made and entered into this 2 day of April, 2005 by: name(s) of Manager(s):

Michael A. Ferrara and Daniel A. Ferrara

and each individual. These individuals are the sole members of the limited liability company and shall be known as and referred to as "Members" and individually as a "Member."

Michael A. Ferrara and Daniel A. Ferrara

As of this date the Members are the sole two individuals who have become members in the company and have formed the SAMSONS INVESTMENTS, Limited Liability Company named above under the laws of the State of Florida. Accordingly, in consideration of the conditions contained herein, they agree as follows:

ARTICLE I

Company Formation and Registered Agent

1.1 FORMATION. The Members hereby form a Limited Liability Company ("Company") subject to the provisions of the Limited Liability Company Act as currently in effect as of this date. A Certificate of Formation shall be filed with the Secretary of State.

1.2 NAME. The name of the Company shall be: **SAMSONS INVESTMENTS, LLC.**

1.3 REGISTERED OFFICE AND AGENT. The location of the registered office of the Company shall be:

**Michael A. Ferrara
7219 Tradition Cove Lane W.
West Palm Beach, Florida 33412**

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1.4 TERM. The Company shall continue for a period 25 years unless continued or dissolved by:

(a) Members whose capital interest as defined in Article 2.2 exceeds 50 percent vote for dissolution; or (b) Any event which makes it unlawful for the business of the Company to be carried on by the Members; or
(c) The death, resignation, expulsion, bankruptcy, retirement of a Member or the occurrence of any other event that terminates the continued membership of a Member of the Company; or
(d) Any other event causing a dissolution of a Limited Liability Company under the laws of the State of Florida.

1.5 CONTINUANCE OF COMPANY. Notwithstanding the provisions of ARTICLE 1.4, in the event of an occurrence described in ARTICLE 1.4(c), if there are any remaining Members, said remaining Member(s) shall have the right to continue the business of the Company. Such right can be exercised only by the unanimous vote of the remaining Members within ninety (90) days, after the occurrence of an event described in ARTICLE 1.4(c). If not so exercised, the right of the Members to continue the business of the Company shall expire.

1.6 BUSINESS PURPOSE. The purpose of the Company is to engage in any lawful act or activity for which a Limited Liability Company may be formed under the Limited Liability statutes of the State of Florida.

1.7 PRINCIPAL PLACE OF BUSINESS. The location of the principal place of business of the Company shall be:

7219 Tradition Cove Lane W.
West Palm Beach, Florida 33412

or at such other place as the Managers from time to time select.

1.8 THE MEMBERS. The name and place of residence of each member are contained in exhibit attached to this Agreement.

1.9 ADMISSION OF ADDITIONAL MEMBERS. Except as otherwise expressly provided in the Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the prior unanimous written consent of all the Members.

ARTICLE 2

Capital Contributions

2.1 INITIAL CONTRIBUTIONS. The Members initially shall contribute to the Company capital as described in Exhibit attached to this Agreement. The agreed value of such property and cash is \$50,000.00 per Member, except for Daniel A. Ferrara who shall have two shares of interest in the Company shall contribute \$100,000.00 in property and/or cash.

2.2 ADDITIONAL CONTRIBUTIONS. Except as provided in this agreement, no Member shall be obligated to make any additional contribution to the Company's capital, unless required to operate the Company in order to paid ordinary business expenses without a majority vote of the Members. Any demand for additional contributions which exceeds \$6,000.00 per year (\$500.00 monthly) shall require an approval vote by all Members of the Company. If any Member fails to make additional contributions within 60 days of date as required, then that Member(s) interest shall be treated as an offset against capital account for one (1) year, than as a offer of Withdrawal from Company and transfer of that Members interest as set forth in this Agreement. The remaining Members by majority vote may from time to time extend any Members time to make additional contributions.

2.3 Liability for Company Debt. No Member will be personally liable for any debts, losses or obligations of the Company by reason of its being a Member, except to the extent of its Capital Contribution and any obligation to make a Capital Contribution. Except, if all or certain Members guarantee certain Company obligations: Notwithstanding anything contained herein to the contrary, to the extent required by any lender to the Company, each Member indemnifies the other Members who shall personally guarantee its share, based on such Members' interests, of the Company's obligations under or arising from specify one or more debts or obligations in such form as may reasonably be requested by the lender or oblige.

ARTICLE 3

Profits, Losses and Distributions

3.1 PROFITS/LOSSES. For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Exhibit 2 as amended from time to time in accordance with Treasury Regulation 1.704-1.

3.2 DISTRIBUTIONS. The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant

to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

ARTICLE 4

Management

4.1 MANAGEMENT OF THE BUSINESS. The sole Managers/Members of the Company are Michael A. Ferrara and Daniel A. Ferrara and each Member shall be a Manager of this Company and each can act alone and bind the company independently.

4.2 POWERS OF MANAGERS. The each Manager acting alone is authorized on the Company's behalf to make all decisions, as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of their management powers, each Manager is authorized to execute and deliver (a) all contracts, deeds/conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds shall require the execution by any Manager; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs.

4.3 EXCULPATION. Any act or omission of the Managers or any one of them, the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith to promote the best interests of the Company, shall not subject the Managers to any liability to the Members provided any such act or omission was not caused by willful gross negligent or criminal conduct of the Managers.

4.4 INDEMNIFICATION. The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or

proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

4.5 RECORDS. The Managers shall cause the Company to keep at its principal place of business the following:

- (a) a current list in alphabetical order of the full name and the last known street address of each Member;
- (b) a copy of the Certificate of Formation and the Company Operating Agreement and all amendments;
- (c) copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;
- (d) copies of any financial statements of the limited liability company for the three most recent years.

4.6 Meetings of Managers.

- (a) the Managers shall meet for the purposes of organization {, the election of officers} and the transaction of other business as soon as practicable after each annual meeting of the Members, on the same day and at the same place where such annual meeting is held.
- (b) in addition to the annual meetings required by this agreement, regular monthly or quarterly meetings of the Managers shall be held at such times and places within or without the State of Florida and/or New York as the Managers may from time to time determine.
- (c) special meetings of the Managers may be called at any time by any Manager{s} and shall be held at such times and places within or without the State of Florida and/or New York as the Managers may from time to time determine.

4.7 Action without Meeting. Any action required or permitted to be taken at any meeting of Managers may be taken without a meeting, without prior notice and without a vote, by either of the two Managers.

4.8 Participation in Meetings by Telephone and Other Equipment. The Managers may participate in a meeting by conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other, and such participation shall constitute presence in person at such meeting.

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ARTICLE 5

Compensation

5.1 MANAGEMENT FEE. All Managers should render services to the Company and at the option of Managers, a Manager shall be entitled to compensation commensurate with the value of such services, as shall be determined by majority vote of all members from time to time.

5.2 REIMBURSEMENT. The Company may reimburse the Managers or Members for all direct and actual out-of-pocket expenses, as may be authorized by majority vote of all Members of Company, incurred by them in managing the Company.

ARTICLE 6

Bookkeeping

6.1 BOOKS. The Managers shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business. Such books shall be kept on such method of accounting, as the Managers shall select. The company's accounting period shall be the calendar year.

6.2 MEMBER'S ACCOUNTS. The Managers shall maintain separate capital and distribution accounts for each member. Each member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his initial capital contribution increased by:

- (a) any additional capital contribution made by him/her;
- (b) credit balances transferred from his distribution account to his capital account; and decreased by:
 - (a) distributions to him/her in reduction of Company capital;
 - (b) the Member's share of Company losses if charged to his/her capital account.

6.3 REPORTS. The Managers shall close the books of account after the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

ARTICLE 7

Transfers

7.1 ASSIGNMENT. If at any time after a three year period from the formation of the company, a Member proposes to sell, assign or otherwise dispose of all or

any part of his interest in the Company, such Member shall first make a written offer to sell such interest to the Company first, then to other Members at a price determined by mutual agreement or if no agreement by the method set forth hereafter. The Company or such other Member(s) must elect to acquire such interest within thirty (30) days of the offer and the sale or assignment must be completed within ninety (90) days thereafter. If the Company and other Members elect not to acquire such interest then the company must liquidate enough or all company assets to pay the out going Member and if necessary dissolve the Company as set forth hereinafter. Upon acceptance of offer to sell and payment of price as determined, the out going Member must resign as Manager. The three year waiting period may be waived by majority vote of the Members.

7.2. DEATH. Upon the death of any Member, the surviving Members shall have the right either to purchase the interest of the decedent in the Company or to terminate and liquidate the Company business. If the Company or then any surviving Member elects to purchase the decedent's interest, he shall serve notice in writing of such election, within three months after the death of the decedent, upon the executor or administrator of the decedent, or, if at the time of such election no legal representative has been appointed, upon any one of the known legal heirs of the decedent at the last-known address of such heir. (a) If the Company or any surviving Member elects to purchase the interest of the decedent in the Company, the purchase price shall be determined as set forth in Article 8 herein, less any withdrawals or other charges such as shortages in capital contributions. No allowance shall be made for goodwill, trade name, patents, or other intangible assets, except as those assets have been reflected on the Company books immediately prior to the decedent's death. (b) Except as herein otherwise stated, the procedure as to liquidation and distribution of the assets of the company business shall be the same as stated in paragraph with reference to voluntary termination.

7.3. VOLUNTARY TERMINATION. The Company may be dissolved at any time by agreement of the Members, in which event the Members shall proceed with reasonable promptness to liquidate the business of the Company. The Company name shall be sold with the other assets of the business. The assets of the Company business shall be used and distributed in the following order: (a) to pay or provide for the payment of all Company liabilities and liquidating expenses and obligations; (b) to equalize the income accounts of the Members; (c) to discharge the balance of the income accounts of the Members; (d) to equalize the capital accounts of the Members; and (e) to discharge the balance of the capital accounts of the Members.

Article 8

Net Value of Company Interest

8.1 In the event of the voluntary withdrawal of any Member or the involuntary withdrawal by a fiduciary for a deceased or disabled Member or in the event of

voluntary dissolution of the Company the value of each Member's share shall be determined as follows:

Net Value shall not include any proceeds collected or collectible by the Company in respect of any life or disability insurance policies with respect to any Member; It shall include all cash on, bank deposits or value of any other asset owned by the Company at time of sale of Member's interest or dissolution.

The appraised value of all real estate and/or personal assets of the Company at time of acceptance of the withdrawing Member's offer to withdraw or date of death or disability, equity in the Company, determined by an appraiser(s) designated by the Company and the withdrawn Member or its successor-in-interest within (ten (10)) days following the date on which the Company and the withdrawn Member or its successor-in-interest acknowledge that they cannot otherwise agree on the Purchase Price. (If the Company and the withdrawn Member or its successor-in-interest are unable within that (ten (10))-day period to agree on an appraiser, then either shall, as promptly as possible thereafter, request the main bank for the Company to recommend such appraiser. For the purpose of making the appraisal, the appraiser(s) shall be given access to, and may review, subject to appropriate confidentiality arrangements, all real and/or personal property, all books and, records and information available to the Company. The appraiser(s) shall prepare and submit (his) (their) written appraisal to the Company and to the withdrawn Member or its successor-in-interest. (If the two appraisers agree upon the Appraised Value, they shall jointly render a written report thereof. If they have not so agreed, within fifteen (15) days following their appointment, they shall appoint a third appraiser, who shall appraise the Company's assets, determine the Appraised Value of assets and render a written report thereof.) The appraiser's determination shall be conclusive and binding on the parties. Each party shall (pay the fees and expenses of the appraiser designated by that party, and shall bear one-half of the fees and expenses of the third appraiser. In the event of dissolution of the Company the value of the assets shall be based upon price received from a bona fide sale of the asset.

The Net Value shall then be determined by the accountant for the Company by taking the value of all assets of the Company less all liabilities of the company as of the date of acceptance of Withdrawal Members offer to sell. No allowance shall be made for goodwill, trade name, patents, or other intangible assets, except as those assets have been reflected on the Company books immediately prior to the decedent's death.

The Net Value once determined must be paid to withdrawing Members within Ninety (90) days of date of acceptance of offer or if upon dissolution within Thirty (30) days of sale of all assets, which must be promptly disposed of.

Article 9

Miscellaneous Provisions

9.1 Execution of Additional Instruments. Each Member hereby agrees to execute such other and further documents and instruments, including, without limitation, statements of their interests and powers of attorney, as necessary to comply with applicable law or otherwise as reasonably requested by the Managers.

9.2 Severability. If any provision, or portion thereof, of this Agreement, or its application to any Person or circumstance, shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement, such provision and their application shall not be affected thereby, but shall be interpreted without such unenforceable provision or portion thereof.

9.3 Investment Representations. Each Interest Holder or Member hereby represents and warrants to the Company and each other Interest Holder or Member as follows:

Such Interest Holder or Member acknowledges that:

That the Company or other Members have relied upon the fact that the Interest is to be held by each Member is for investment purposes only, and not with a view to any resale or distribution thereof in the immediate future (at least three years); and Before acquiring or investing in the Company, each Member has investigated the Company and its business, and the Company made available to it all information necessary to make an informed decision to acquire the Interest.

In addition each Member acknowledges that they have completely read and understood the terms and conditions of this agreement and that they understand that this is an important and binding document.

Before execution of this agreement each Member has or has had an opportunity to seek legal counsel of their own choosing at their own cost and expense, and that it has been recommended that they do so.

Each Member acknowledges that they are executing this agreement of their own free will without duress of any kind and without reliance upon statements or promises not contained in this agreement whether made by other Members of the Company or anybody else.

9.4 Entire Agreement. This Agreement, and the Articles of Organization, embody the entire understanding and agreement between the Members concerning the subject matter hereof and supersede any and all prior negotiations, understandings or agreements with respect thereto. (To the extent the Act addresses a matter not otherwise addressed by this Agreement, it is the intention of the Members that the provisions of the Act shall apply, but no such application shall otherwise affect any provision of this Agreement.)

Signed and Agreed this 2 day of April 2005.

Member


Michael A. Ferrara

Member


Daniel A. Ferrara

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR
SAMSONS INVESTMENTS, L.L.C.

LISTING OF MANAGERS & MEMBERS

By a majority vote of the Members the following Managers were elected to operate the Company pursuant to this Agreement:

Manager - Member
MICHAEL A. FERRARA

812 Grand A - Unit 402
Address Line 1

Hoboken NJ 07030
Address Line 2


Manager - Member
DANIEL A. FERRARA

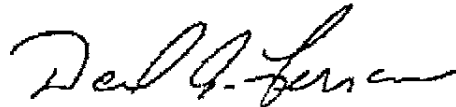
142 Devonshire Dr.
Address Line 1

New Hyde Park, NY 11040
Address Line 2

The above listed Manager(s) will serve in their capacities until they are removed for any reason as defined by this Agreement or upon their voluntary or involuntary resignation as set forth herein.

Signed and Agreed this 2 day of April, 2005.


Member


Member

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR

SAMSONS INVESTMENTS, L.L.C.

CAPITAL CONTRIBUTIONS

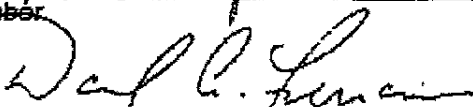
Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital is stated to be \$50,000.00 or other valued assets per Member interest in the Company. The description and each individual portion of this initial contribution is as follows:

Michael A. Ferrara
Daniel A. Ferrara

\$ 50,000.00
\$100,000.00

SIGNED AND AGREED this 2 day of April, 2005.


Member


Member

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