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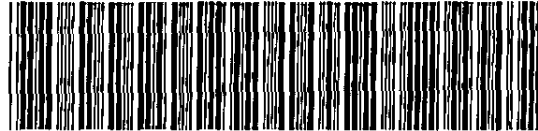
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CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

Green Web Son, LLC

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FD

- ☐ Art of Inc. File
- ☐ LTD Partnership File
- ☒ Foreign Corp. File
- ☐ L.C. File
- ☐ Fictitious Name File
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- ☐ Fictitious Search
- ☐ Fictitious Owner Search
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ARTICLES OF ORGANIZATION
OF
"GreenWebSon LLC",
a Florida Limited Liability Company

ARTICLE I
NAME

The name of this Limited Liability Company shall be GreenWebSon LLC (hereafter also referred to as the "Company").

ARTICLE II
DURATION

The Company shall commence its existence on the date of filing, and shall exist for a term of thirty (30) years, commencing with the acceptance for filing of these Articles by the Florida Department of State.

ARTICLE III
PURPOSE

The Company is created for the purpose of owning, improving, and selling real property and to engage in any other businesses as permitted by law.

ARTICLE IV
PLACE OF BUSINESS, REGISTERED OFFICE, and MAILING ADDRESS

The principal place of business of the Company shall be c/o Alaron Trading, 822 W. Washington Blvd., Chicago, IL 60607, and such other place or places as the Members from may determine from time to time.

The registered office of the Company shall be c/o Theodore M. Goldberg, 3250 Mary Street, Suite 303, Coconut Grove, FL 33133, and such other place or places as the Members may determine from time to time.

The mailing address of the Company shall be c/o Alaron Trading, 822 W. Washington Blvd., Chicago, IL 60607, and such other place or places as the Members may determine from time to time.

ARTICLE V
INITIAL MEMBERS

The initial members of the Company (the "Member") are:

1. Steven Greenberg c/o Alaron Trading Corp., 822 W. Washington Blvd., Chicago, IL 60607
2. Gary Weber c/o Alaron Trading Corp., 822 W. Washington Blvd., Chicago, IL 60607
3. Carrie Greenberg c/o Alaron Trading Corp., 822 W. Washington Blvd., Chicago, IL 60607
4. Barry Issacson c/o Alaron Trading Corp., 822 W. Washington Blvd., Chicago, IL 60607

ARTICLE VI
CONTRIBUTIONS TO CAPITAL

The initial capital of the Company shall consist of the sum of \$126,000.00 which will be contributed by the Members in the following amounts:

Name	Initial Capital	Percentage Interest
1. Steven Greenberg	\$ 54,180.00	43%
2. Gary Weber	\$ 54,180.00	43%
3. Carrie Greenberg	\$ 11,340.00	9%
4. Barry Issacson	\$ 6,300.00	5%

Members shall not be entitled to receive interest on their contributions to capital.

ARTICLE VII
MANAGEMENT OF BUSINESS

This Company shall be "Manager" managed. Except as otherwise provided in these Articles of Organization, all Members shall have equal rights in the management or conduct of the Company, pursuant to specific rules regarding rights and duties of Members enumerated in the regulations or Operating Agreement of the Company (the "Regulations"), which are incorporated by reference. Decisions, unless otherwise provided, shall be by majority vote, each Member having a vote proportionate to its interest in the Company. The Members may from time to time elect one or more Managers of the Company to conduct the business affairs of the Company.

The Managers may be Members or non-Members. If any Member is a corporation, a Manager need not be an officer, director or shareholder of any such corporation.

ARTICLE VIII
REGULATIONS

The Members of the Company hereby adopt the Regulations containing all provisions for the regulation and management of the Company not inconsistent with law or these Articles of Organization.

The power to alter, amend or repeal the Regulations shall be vested in the Members of the Company if decided by a one hundred percent (100%) majority vote.

ARTICLE IX
PROPERTY

Real or personal, tangible or intangible, property originally brought into or transferred to the Company, or acquired by the Company by purchase or otherwise shall be held and owned, and conveyance shall be made, in the name of the Company.

ARTICLE X
MEETING OF MEMBERS

Annual meetings of the Members shall be held within thirty (30) days after the close of the Company's fiscal year at such time and place selected by the Members. Special meetings may be called in accordance with the requirements set forth in the Regulations. Notice of special meetings shall be by mail to each Member. Attendance at a meeting constitutes a waiver of notice.

Minutes shall be kept of all regular and special meetings.

ARTICLE XI TRANSFERABILITY OF MEMBERS INTEREST

A Member's interest in the Company may be transferred only with the ~~written~~unanimous consent of two thirds ~~(2/3rds)~~ of the remaining Members if the transferee intends to become a Member. Without this consent, the transferee shall not be entitled to become a Member or to participate in the management of the Company, but shall be entitled only to the share of profits, other compensation or return of contributions to which the transferor otherwise would be entitled.

Transferability of Members' interests shall be governed by the provisions of F.S. 608.432.

ARTICLE XII PROFITS, LOSSES AND EXPENSES

Profits and losses generated by the business of the Company shall be passed through to the Members in their proportionate share pursuant to Article VI above.

The Members recognize that each will incur expenses on behalf of the Company in the furtherance of Company business. The Members shall, therefore, from time to time agree upon which type of expenses each Member will be responsible for, rather than an allocation strictly based on their proportionate share pursuant to Article VI above. To the extent that a Member incurs expenses pursuant to the agreements reached between the Members as to such types of expenses, pursuant to this Article XII, on behalf of the Company, such expenses shall be specifically allocated to such Member.

ARTICLE XIII ADMISSION OF NEW MEMBERS

Additional Members may be admitted from time to time ~~with by the unanimous~~ written consent of two thirds ~~(2/3rds)~~ of the Members on such terms and conditions as are set forth ~~by this two-thirds majority of~~ in the Members writing.

ARTICLE XIV WITHDRAWAL, RETIREMENT, DISSOLUTION, DEATH, BANKRUPTCY OR EXPULSION

In the event of withdrawal, retirement, dissolution, death, bankruptcy or expulsion of a Member, the Company shall terminate and be dissolved unless a majority of the other Members shall elect to remain in existence and continue in business pursuant to the applicable provisions of the Regulations.

ARTICLE XV WITHDRAWAL OR RETIREMENT OF MEMBER

In the event any Member desires to withdraw or retire from the Company, or becomes disabled so that such member is unable to fulfill its obligations to the Company as specified in these Articles, the Member shall give sixty (60) days' notice of its intention in writing by return receipt mail to the other Members at the last known address of each Member. If any Member (if an individual) is adjudged incompetent, his guardian shall give notice thereof to each of the other Members in the same manner.

ARTICLE XVI EXPULSION OF MEMBER

164 A) Grounds for Expulsion: Any Member may be expelled from Membership in the Company by
165 a majority vote of two-thirds (2/3rds) the other Members on the following grounds:

- 166
167 (1) Adjudication of the Member as incompetent or if a Member is a corporation, the
168 voluntary or involuntary dissolution of the Member Corporation;
169
170 (2) The making of an assignment for the benefit of creditors, the filing of a petition under the
171 National Bankruptcy Act or under any similar law or statute of the United States or any
172 state thereof, or the adjudication of the Member as a bankrupt or insolvent in
173 proceedings filed against such Member under any such act or statutes.
174

175 B) Notice: On the occurrence of any event listed in subparagraph (a) of this Article, the
176 defaulting Member may be expelled from membership in the Company by a majority vote of two-thirds
177 (2/3rds) of the other Members upon giving the defaulting Member fifteen (15) days' notice of expulsion. The
178 notice shall briefly state the grounds for the expulsion.
179

180 **ARTICLE XVII**
181 **DISSOLUTION, WINDING UP, LIQUIDATION**
182

183 A) Causes of Dissolution: The Company shall be dissolved on the occurrence of any of the
184 following events, unless a majority of the remaining Members give their written consent to the continuance of
185 the Company.
186

- 187 (1) Termination of the term of existence specified herein, provided it is less than thirty
188 (30) years.
189
190 (2) Withdrawal, retirement or expulsion of a Member.
191
192 (3) Death, disability (or if a corporation, dissolution) or bankruptcy of a Member.
193

194 B) Right to Continue Business: The remaining Members of the Company shall have the right to
195 continue the business on the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member
196 or occurrence of any other event that terminates the continued membership of a Member in the Company.
197

198 C) Payment if Company is Continued: If the remaining Members elect to continue the Company
199 business under subparagraph (B) of this Article, they shall pay to the retiring, withdrawing or expelled
200 Member, or to the estate of the deceased, the value of such Member's interest, as determined by
201 subparagraph (D) of this Article, as of the date of the events enumerated in subparagraph (A). Payment shall
202 be made within three (3) months.
203

204 D) Value of Member's Interest:
205

206 Upon the happening of an event that constitutes dissolution, the Managers
207 shall send notice of such event to all Members. The notice shall specify which
208 party (ies) is/are terminating membership. Not more than thirty (30) days after
209 the notice, all assets owned by the Company shall be valued at fair market
210 value by an independent appraiser or appraisers agreed to by all of the parties.
211 The difference between the net assets of the Company so valued and the net
212 book value of the Company shall be divided among the Member's income
213 accounts in each Member's Percentage Interest ratio. Each withdrawing
214 Member shall then be paid the total of (a) its capital account, (b) its income
215 account, and (c) any other amounts owed to it by the Company; and (2)
216 subtracting from the sum of the above totals the sum of the total of any amount

owed by such Member to the Company without interest thereon. Payment shall be made seventy-five (75) days after the notice.

If the parties cannot agree on an independent appraiser(s) within the thirty (30) day period, each party (both the party who initially intended to withdraw and the party who wishes to continue) shall have the right to bid for the net assets of the Company as a whole by delivery of a written bid to all Members of the Company not more than sixty (60) days after the date of the notice. The party or parties who make the highest bid shall purchase the Percentage Interests of the other Members. The difference between the net asset value of the Company as set by the highest bid and the net book value of the Company shall be allocated to each Member's income account in accordance with each Member's Percentage Interest. The costs and expenses of the transaction shall be allocated to each Member's income account in accordance with each Member's Percentage Interest. Each withdrawing Member shall then be paid the total of (a) its capital account, (b) its income account, and (c) any other amounts owed to it by the Company; and (2) subtracting from the sum of the above totals the sum of the total of any amount owed by such Member to the Company without interest thereon. Payment shall be made not later than ninety (90) days after the date of the Notice.

E) Winding Up and Liquidation: On dissolution of the Company, if the Company business is not continued pursuant to subparagraph (B) of this Article, it shall be wound up and liquidated as quickly as circumstances will allow. The assets of the Company shall be applied to Company liabilities in the following order:

- (1) Amounts owing to creditors other than Members.
- (2) Amounts owing to Members other than for capital and profits.
- (3) Amounts owing to Members in respect to capital.
- (4) Amounts owing to Members in respect to profits.

ARTICLE XVIII NOTICE TO MEMBERS

All notices to the Members of the Company pursuant to these Articles shall be deemed effective when given by personal delivery or by the mailing by return receipt.

ARTICLE XIX AMENDMENTS

These Articles, except with respect to the vested rights of the Members, may be amended from time to time by unanimous consent of ~~two-thirds (2/3rds)~~ of the Members, and the amendments shall be filed, and duly signed by all Members of the Company, with the Florida Department of State.

ARTICLE XX MANAGERS

Each Member may elect at least one Manager. The initial Managers elected by the Members are:

- 269 1. Steven Greenberg c/o Alaron Trading Corp., 822 W. Washington Blvd., Chicago, IL
270 60607
271
272 2. Gary Weber c/o Alaron Trading Corp., 822 W. Washington Blvd., Chicago, IL
273 60607
274
275 3. Carrie Greenberg c/o Alaron Trading Corp., 822 W. Washington Blvd., Chicago, IL
276 60607
277
278 4. Barry Issacson c/o Alaron Trading Corp., 822 W. Washington Blvd., Chicago, IL
279 60607
280

281 The Managers so elected shall perform the duties and responsibilities fixed by the Regulations and
282 shall serve until their respective successors are chosen.
283

284 The Managers of the Company are authorized, empowered and directed by the Members, having so
285 elected, to manage the business affairs of the Company. Contracts, deeds, documents and instruments may
286 be executed by the Managers, on behalf of the Members.
287

288 **ARTICLE XXI**
289 **REGISTERED AGENT**
290

291 The initial Registered Agent of the Company shall be Theodore M. Goldberg, Esq., 3250 Mary
292 Street, Suite 303, Coconut Grove, FL 33133.
293

294 IN WITNESS WHEREOF, the parties hereto have executed these Articles of Organization on the
295 25 of May, 2005.
296

297
298 Steven Greenberg
299

300
301 Steven Greenberg, as Member and Initial Manager
302
303
304
305
306

307 **ACCEPTANCE OF RESIDENT AGENT**
308

309 The undersigned, Theodore M. Goldberg, Esq. of 3250 Mary Street, Suite 303, Coconut Grove, FL 33133,
310 having been named as the Resident Agent of the Company, to accept service of process within the State of Florida
311 for the Company at the place designated above, hereby agrees to act in this capacity and agrees to comply with the
312 provisions of all statutes relative to the proper and complete performance of his duties.
313

314 Signed this 26 day of May, 2005.
315

316
317
318 Theodore M. Goldberg
319
320
321
322
323