

105000073643

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

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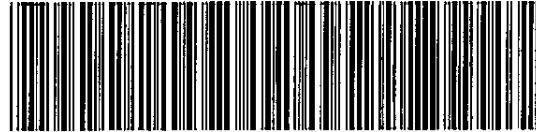
(Business Entity Name)

(Document Number)

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TALLAHASSEE, FLORIDA

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11/21/05  
*[Signature]*

**COVER LETTER**

TO: Registration Section  
Division of Corporations

SUBJECT: Breez Screens LLC  
(Name of Limited Liability Company)

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Maria R. Mastroianni  
(Name of Person)

Breez Screens LLC  
(Firm/Company)

4863 SW Lake Grove Circle  
(Address)

Palm City FL 32990  
(City/State and Zip Code)

For further information concerning this matter, please call:

Maria R. Mastroianni at 772, 286-4221  
(Name of Person) (Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

☐ \$25.00 Filing Fee

☒ \$30.00 Filing Fee &  
Certificate of Status

☐ \$55.00 Filing Fee &  
Certified Copy  
(additional copy is enclosed)

☐ \$60.00 Filing Fee,  
Certificate of Status &  
Certified Copy  
(additional copy is enclosed)

**MAILING ADDRESS:**  
Registration Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**STREET/COURIER ADDRESS:**  
Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

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

Breez Screens LLC

(Present Name)  
(A Florida Limited Liability Company)

**FIRST:** The Articles of Organization were filed on 7/26/05 and assigned document number LD5000073643.

**SECOND:** This amendment is submitted to amend the following:

Bryan S. Narlock is no longer  
part of Breez Screens LLC.

He signed all shares to Maria  
R. Mastroianni.

Maria R. Mastroianni now holds  
100% shares of Breez Screens LLC

Bryan S. Narlock received \$1.00  
for his separation from the company  
See attache agreement.

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Dated October 31, 2005.

Maria R. Mastroianni

Signature of a member or authorized representative of a member

Maria R. Mastroianni

Typed or printed name of signee

Filing Fee: \$25.00

## ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement") is made and entered into effective as of the 31st day of October 2005 (the "Effective Date"), by and between BRYAN S. NARLOCK ("Assignor") and MARIA R. MASTROIANNI ("Assignee").

### PRELIMINARY STATEMENT

Assignor is member of BREEZ SCREENS, LLC, a Florida limited liability company (the "Company"). As of the Effective Date, Assignor desires to assign to Assignee, and Assignee desires to accept and acquire, a 50% membership interest in the Company (the "Acquired Interest") on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual agreements set forth herein, the parties hereto agree as follows:

1. Assignor, as of the Effective Date, hereby assigns, transfers and sets over to Assignee, her successors and assigns all of Assignor's rights, title and interest in and to the Acquired Interest for total consideration of one dollar, the receipt of which is acknowledged.

2. As no Company distributions are anticipated as of the Effective Date, the parties recognize that there is no need to apportion Company distributions between the parties as of such date. As Assignee is the only party with tax basis to benefit from any Company losses, the parties hereby agree that the Operating Agreement is amended to allow Assignee to receive all Company losses, if any, attributable to the Assigned Interest in 2005.

3. Assignor hereby represents and warrants for the benefit of Assignee and the Company that:

- (i) This Assignment has been duly executed and delivered by Assignor and is a valid and binding obligation of Assignor, enforceable against Assignor in accordance with its terms;
- (ii) Assignor is the owner of the Acquired Interest, as a Member of the Company;
- (iii) Assignor has good title to the Acquired Interest, free and clear of any liens, claims, encumbrances, security interests or options, and Assignee shall acquire good title to the Acquired Interest, free and clear of any liens, claims, encumbrances, security interests or options; and
- (iv) Assignor acknowledges and affirms that neither the Company nor any of its representatives have acted in an underwriter's capacity, or have been involved in any manner whatsoever with the negotiations of the parties to this Agreement regarding the terms of the assignment set forth herein, the fairness thereof, or made any representation as to the merits or risks associated with the assignment,

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FLORIDA

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ownership or transfer of the Acquired Interest resulting from the transactions consummated herein.

1. Assignee hereby represents and warrants for the benefit of Assignor and the Company that as of the Effective Date she:

(i) is acquiring the Acquired Interest as a principal, for investment purposes and is not acquiring the Acquired Interest with a view to the resale or distribution thereof;

(ii) understands and agrees that the Acquired Interest has not been registered under the Securities Act of 1933, as amended (the "Act");

(iii) must hold the Acquired Interest indefinitely unless exemptions from registration under applicable state and federal securities laws for the transfer of the Acquired Interest are available;

(iv) understands that the Company has not made any commitment to register the Acquired Interest under the Act or to file reports with the Securities and Exchange Commission or any other governmental agencies or to take any other action which will enable Assignee to sell the Acquired Interest;

(v) understands that the transfer of the Acquired Interest is further restricted by the terms of the Operating Agreement and Assignee shall abide by such restrictions;

(vi) has reviewed the Operating Agreement and accepts and adopts all terms and provisions of the Operating Agreement. In order to evidence her acceptance of the Operating Agreement and her intent to be a party thereto, concurrently with the execution of this Agreement, Assignee shall execute an Operating Agreement Counterpart Signature Page; and

(vii) acknowledges and affirms that neither the Company nor any of its representatives have acted in an underwriter's capacity, or have been involved in any manner whatsoever with the negotiations of the parties to this Agreement regarding the terms of the assignments set forth herein, the fairness thereof, or made any representation as to the merits or risks associated with the assignment, ownership or transfer of the Acquired Interest resulting from the transactions consummated herein.

1. Assignor and Assignee mutually agree to cooperate at all times from and after the Effective Date with respect to any of the matters described herein, and to execute such further Amendments to the Articles of Organization, deeds, bills of sale, assignments, amendments to the Operating Agreement, releases, assumptions, notifications, or other documents as may be reasonably requested for the purpose of giving effect to, evidencing or giving notice of the transaction evidenced by this Assignment.

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2. Assignee agrees to be bound by the terms of the Operating Agreement and assumes and agrees to pay and discharge, when and as due, all the liabilities, obligations, and responsibilities associated with the ownership of the Acquired Interest arising on or after the Effective Date.

3. This Assignment shall be governed by the laws of the State of Florida, without giving effect to principles of conflict of laws of that State.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the day and year first set out above.

**ASSIGNOR:**

(SEAL)

  
Bryan S. Narlock

**ASSIGNEE:**

(SEAL)

  
Maria R. Mastroianni

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