

L07000083155

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

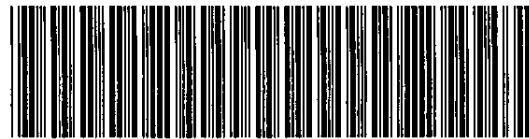
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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12 JUN -4 PM 12:38
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

D. BRUCE

JUN 05 2012

EXAMINER

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: FUN FLIGHTS, 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:

John Michael Smith

Name of Person

John Michael Smith CPA, PA

Firm/Company

3260 Fruitville Road, Suite C

Address

Sarasota, FL 34237

City/State and Zip Code

jsmith@jmsmithcpa.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

John Michael Smith

Name of Person

at (941)

366-4300

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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TALLAHASSEE, FLORIDA

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

FUN FLIGHTS, LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on August 14, 2012 and assigned
Florida document number 107000083155.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

N/A

The new name must be distinguishable and end with the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

N/A

(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:

N/A

(Mailing address MAY BE A POST OFFICE BOX)

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TALLAHASSEE, FLORIDA

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

N/A

New Registered Office Address:

N/A

Enter Florida street address

_____, Florida _____
City Zip Code

New Registered Agent's Signature, if changing Registered Agent:

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 relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

If Changing Registered Agent, Signature of New Registered Agent

If amending the Managers or Managing Members on our records, enter the title, name, and address of each Manager or Managing Member being added or removed from our records:

MGR = Manager
MGRM = Managing Member


<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
MGRM	Wolfgang Murlebach	3573 SW VOLLMER STREET PORT SAINT LUCIE FL 34953	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove

D. If amending any other information, enter change(s) here: (Attach additional sheets, if necessary.)

Amended Articles of Organization - see attached 

Closed March 4, 2012

Dated May 25, , 2012


Signature of a member or authorized representative of a member

John Michael Smith

Typed or printed name of signee

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TALLAHASSEE, FLORIDA

ORGANIZATIONAL RESOLUTIONS

FUN FLIGHTS, LLC

**ADOPTED BY UNANIMOUS WRITTEN
CONSENT OF MANAGERS IN LIEU OF MEETING**

The undersigned, being the Manager(s) of **FUN FLIGHTS, LLC**, a Florida limited liability company (the "Company"), hereby adopt the following resolutions by unanimous written consent in lieu of meeting effective on the date hereof:

RESOLVED, that the seal of this Company, an impression of which is affixed hereto, is hereby approved and adopted in all respects as the seal of this Company; and further,


RESOLVED, that the Articles of Organization and Operating Agreement, copies of which are attached hereto and made a part hereof, are hereby approved and adopted as the Articles of Organization and Operating Agreement and Regulations of this Company; and further,

RESOLVED, that this Company, having received the following offers to purchase membership interests:

<u>Member</u>	<u>Percentage Membership Interest</u>	<u>Consideration</u>
Wolfgang Murlebach	50%	\$13,500.00

Hereby accept such offers, upon delivery in full to this Company of such consideration; and the Manager(s) are hereby authorized, empowered and directed to issue and deliver to each Member an appropriate membership certificate reflecting the interests so purchased.

Dated: March 4, 2012



John Michael Smith



Wolfgang Murlebach

True and correct copies of each of the following documents are appended to these Resolutions:

Amended Articles of Organization
Offer(s) to Purchase Membership Interest.

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TALLAHASSEE, FLORIDA

ORGANIZATIONAL RESOLUTIONS

FUN FLIGHTS, LLC

**ADOPTED BY UNANIMOUS WRITTEN
CONSENT OF MEMBERS IN LIEU OF MEETING**

The undersigned, being the Member(s) of Fun Flights, LLC, a Florida limited liability company, hereby adopt the following resolutions by unanimous written consent in lieu of meeting effective on the date hereof.

RESOLVED, that the items listed below have been examined by the Member(s) and are all approved and adopted, and that all acts taken and decisions reached, as set forth in such documents, be, and they hereby are, ratified and approved by the Member(s) of the Company.

Amended Articles of Organization
Offer(s) to Purchase Membership Interest

Dated: March 4, 2012



John Michael Smith

Wolfgang Murlebach

"

"

OFFER TO PURCHASE MEMBERSHIP INTERESTS

March 4, 2012

TO THE MANAGER(S) OF
FUN FLIGHTS, LLC

Dear Manager(s):

I, the undersigned, hereby offer to purchase Fifty [50]% interest in your Company at a total purchase price of \$ 13,500.00.

Very truly yours,



Wolfgang Murlebach

"CLASS I MEMBERS"

**AGREEMENT FOR TRANSFER OF LIMITED LIABILITY COMPANY
MEMBERSHIP INTEREST**

THIS AGREEMENT FOR TRANSFER OF LIMITED LIABILITY COMPANY MEMBERSHIP INTEREST is made this 4th day of March 2012, between **John Michael Smith** ("Transferor") and **Wolfgang Murleback** (collectively "Member").

RECITALS:

A. Transferor and Member own one hundred percent (100%) of the membership interest in Fun Flights, LLC, a Florida limited liability company ("Company").

B. Transferor and Member have reached an understanding with respect to the transfer by Transferor to Member of all of Transferor's membership interest in the Company consisting of a Fifty percent (50%) interest in the Company.

C. The parties wish to set forth their Agreement in writing.

THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Transfer of Membership Interest.** Transferor shall transfer to Member Transferor's Fifty percent (50%) interest in the Company and Member, subject to the terms and conditions of this Agreement, shall accept that interest.

2. **Consideration.** Subject to the terms and conditions, set forth in this Agreement, the transfer for Transferor's membership interest to the Member is \$13,500.00

3. **Closing.** The closing of the transfer shall take place at the offices of [Name and address] on March 4, 2012, however, the effective date of the closing shall be March 4, 2012, or such other earlier date may be agreed to by Member and Transferor.

4. **Mailing of Notices, Payments, etc.** Notices, demands, requests and other communications required or permitted by this Agreement shall be in writing and shall be sent by recognized international overnight courier service providing confirmation of delivery as follows:

To Transferor: John Michael Smith, CPA, PA
P.O. Box 2228
Sarasota FL 34230-2228

To Member: Wolfgang Murlebach
3573 SW Vollmer Street
Port Saint Lucie, FL 34953

5. **Warranties of Member.** Member hereby represent and warrant to Transferor, as an inducement to Transferor to transfer its interest in the Company, as follows:

- a. Member is the owner of Fifty percent (50%) of the membership interest in the Company and as such is thoroughly familiar with all aspects of the Company, including without limitation, all financial records of the Company. The Company and Member, in connection with its acceptance of Transferor's interest in the Company, are not relying on any representation or warranty of any nature by Transferor.
- b. Consummation of the transaction contemplated by this Agreement will not result in the breach of any term or provision of any mortgage, note, security agreement, indenture, instrument or agreement to which the Company or Member is a party.
- c. The Company is not in default in respect of any mortgage, note, security agreement, indenture, instrument or agreement to which the Company is a party which would materially affect the Company's ability to perform its obligations under the Note.

6. **Warranties of Transferor.** Transferor hereby represents and warrants to the Member as follows:

- a. All of Transferor's membership interest in the Company is free and clear of liens, charges, claims and encumbrances, and the transfer of the membership interest to Member, as contemplated in this Agreement, will transfer valid title in said membership interest to Member free and clear of all claims, liens and encumbrances of any kind.

7. **Conduct of Business Pending Closing.** The parties covenant that, pending the closing:

- a. Member, Transferor and the Company agree that the business of the Company will be continued in its ordinary course of business and in accordance with the operating agreement of the Company until such time as the transaction contemplated herein is closed.

8. **Conditions Precedent.** All obligations of the Member and Transferor under this Agreement are subject to the fulfillment, prior to or at the closing, of each of the following conditions:

- a. Member's representations and warranties contained in this Agreement shall be true at the time of closing as though such representations and warranties were made at such time.
- b. Transferor's representations and warranties contained in this Agreement shall be true at the time of closing as though such representations and warranties were made at such time.
- c. Transferor shall enter into an agreement, upon such terms and conditions as Transferor deems satisfactory in his sole discretion, Member which agreement will include, without limitation, the release of Transferor from any guaranty of any of the obligations of the Member or of Buyer.

9. **Default.** If Member fails to perform this Agreement within the time specified herein, Transferor may exercise any right or remedy available, including an action for specific performance.

If the Transferor fails or refuses to perform this Agreement, Member shall not thereby waive any right or remedy he may have because of such failure or refusal.

10. **Inspection.** Member waives any right to inspect the books and records of Company as Member is thoroughly familiar with the operations of the Company.

11. **Note.** Member shall use and shall continue to use his best efforts to remove Transferor as guarantors of the Company's obligations. Upon closing, Member shall indemnify and save Transferor harmless from any liability on all obligations the Company.

12. **Attorneys' Fees and Costs.** Any party failing to comply with the terms of this Agreement will pay all expenses, court costs and reasonable attorneys' fees incurred by the other party as a result of such failure, or in enforcing any rights or remedies available to the non-defaulting party hereunder, including such expenses, costs and attorneys' fees as are incurred on any appeal or appeals.

13. **Entire Agreement.** This Agreement contains all the terms agreed upon by the parties hereto and none of the terms, conditions or covenants hereof may be waived, modified, altered, amended or changed except by written instrument executed by all parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include both genders.

14. **Effective Date.** The effective date of this Agreement shall be dated the same as executed by the last of the parties to be bound hereby.

15. **Binding on Heirs, etc.** This Agreement shall be binding upon all the parties hereto and their heirs, successors, personal representatives and assigns.

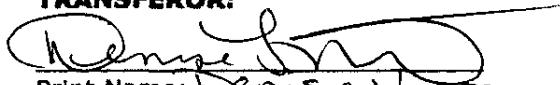
16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

17. **Brokers.** The parties hereto have not contracted with any brokers for the transfer contemplated hereby. Each party shall be responsible for any brokers' fees or commissions attributable to such party and such party shall indemnify and hold harmless the other party from claims arising from such fees or commissions.

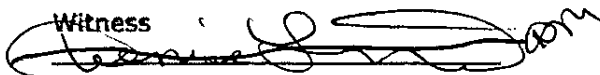
IN WITNESS WHEREOF, the parties have executed and caused these presents to be executed, each of which shall be deemed an original on the dates set forth below their respective signatures.

Signed, sealed and delivered
in the presence of:

TRANSFEROR:


Print Name: Denise Vieira


John Michael Smith

Witness 

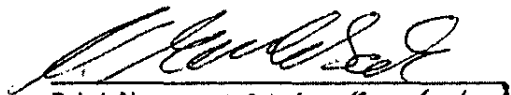
Dated: MAY 30, 2012

Print Name: Paula J. Jantzi

Witness Paula J. Jantzi

5/30/12

MEMBER:



Print Name: Nicole Murlebach
Witness


Wolfgang Murlebach


Dated: MAY 30, 2012

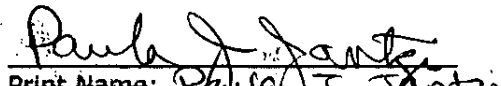
Print Name: _____
Witness

COMPANY:


Print Name: Denise Vieira
Witness

FUN FLIGHTS LLC, a Florida limited liability company

BY: 
John Michael Smith, as Manager


Print Name: Paula J. Jantzi
Witness

5/30/12 Dated: MAY 30, 2012