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DIVISION OF CORPORATIONS  
09 MAY 13 AM 10:32

T. HAMPTON

MAY 14 2009

EXAMINER

68361-6009

# William D. Slicker, P.A.

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## Attorney At Law

4554 Central Avenue, Suite E  
St. Petersburg, Florida 33711  
Website: [www.slickerattorney.com](http://www.slickerattorney.com)

Telephone: (727) 322-2795  
Fax: (727) 322-2796  
Email: [slickerlaw@hotmail.com](mailto:slickerlaw@hotmail.com)

Monday, April 20, 2009

Department of State  
Division of Corporations  
Corporate Filings  
P.O. Box 6327  
Tallahassee, FL 32314

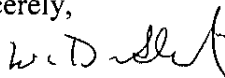
Re: All About Guns, LLC

Dear Sir or Madam:

I am enclosing (1) an original and a copy of the Articles of Organization for the above limited liability company; (2) an original and a copy of the Certificate of Designation and Acceptance by Registered Agent; (3) a check in the amount of \$125.00 for the cost of filing the Articles of Organization; and (4) a self addressed stamped envelope for return of a filed stamped copy of the Articles of Organization.

Thank you.

Sincerely,



William D. Slicker, Esquire



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

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09 MAY 13 PM 4:00

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

May 7, 2009

WILLIAM D SLICKER, ESQ  
4554 CENTRAL AVE  
STE E  
ST PETERSBURG, FL 33711

SUBJECT: FAT BOYS ORDNANCE, LLC  
Ref. Number: W09000019394

We have received your document for FAT BOYS ORDNANCE, LLC and your check(s) totaling \$125.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please accept our apology for failing to mention this in our previous letter.

The registered agent designated must be an active Florida entity or a foreign entity authorized to transact business in Florida. Please correct the document.

The registered agent must sign accepting the designation.

Please return the corrected original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6855.

Tammy Hampton  
Regulatory Specialist II  
Registration/Qualification Section

Letter Number: 909A00015519



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

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09 MAY -6 PM 4:00

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

April 24, 2009

WILLIAM D SLICKER, ESQ  
4554 CENTRAL AVE  
STE E  
ST PETERSBURG, FL 33711

SUBJECT: ALL ABOUT GUNS, LLC  
Ref. Number: W09000019394

We have received your document for ALL ABOUT GUNS, LLC and your check(s) totaling \$125.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The name designated in your document is unavailable since it is the same as, or it is not distinguishable from the name of an existing entity. Section 608.406, Florida Statutes, was amended effective July 1, 2007, to require the name of a limited liability company to be distinguishable from the names of all other filings filed with the Division of Corporations, except for fictitious name registrations and general partnership registrations.

Please select a new name and make the correction in all the appropriate places. One or more words may be added to make the name distinguishable from the one presently on file. Adding of Florida or Florida to the end of the name is not acceptable. A search for name availability can be made on the Internet through the Division's records at [www.sunbiz.org](http://www.sunbiz.org).

Please note the name of a limited liability company must end with the words Limited Liability Company, the abbreviation L.L.C., or the designation LLC. The word Limited may be abbreviated as Ltd. and the word Company may be abbreviated as Co. The following suffixes are no longer acceptable: Limited Company, L.C., and LC.

The document number of the name conflict is P09000035760 (ALL ABOUT GUNS INC).

Please return the corrected original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6855.

Tammy Hampton  
Regulatory Specialist II

Letter Number: 709A00013875

Registration/Qualification Section

**ARTICLES OF ORGANIZATION OF  
FAT BOYS ORDNANCE, LLC**

**ARTICLE I**

The current name of the Limited Liability Company (the "Company") is:

**FAT BOYS ORDNANCE, LLC**

**ARTICLE II**

The mailing address and street address of the principal office of the Company  
are:

5522 64<sup>th</sup> Way North  
St. Petersburg, Florida 33709

**ARTICLE III**

The period of duration for the Company is perpetual.

**ARTICLE IV**

The Company's business and purpose shall be subject to Article IX and shall be to buy, sale, or trade guns and ammunition and any other legal enterprise. The Company may only incur indebtedness, whether secured or unsecured, or engage in any business activity that is necessary for the accomplishment of its purpose. The Company shall not otherwise incur indebtedness, whether secured or unsecured, for the benefit of any affiliate, third party, or other person whatsoever, allow any of its assets to be utilized as security for the debts of any affiliate or third party, or guarantee the indebtedness or other obligations of any affiliate or third party.

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## ARTICLE V

The name and the street address of the registered agent are:

William D. Slicker, ~~PA~~.  
4554 Central Avenue, Suite E  
St. Petersburg, Florida 33711

## ARTICLE VI

The Company is to be managed by one or more managers as may be provided for in its Operating Agreement and shall therefore be a manager-managed company.

## ARTICLE VII

Notwithstanding any other provisions of these Articles or the Company's Operating Agreement and so long as any obligation secured by a first priority mortgage, deed of trust or deed to secure debt incurred in connection with any financing of the business remains outstanding and has not been discharged in full, without the consent of all members, no member or manager shall have authority on behalf of the Company to:

i) Incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than obligations secured by the Security Instrument, except unsecured trade and operational debt incurred with trade creditors in the ordinary course of its business of owning and operating the Property in such amounts as are normal and reasonable under the circumstances; provided that such debt is not evidenced by a note and is paid when due, and provided in any event that the outstanding principal balance of such debt shall not exceed at any one time one percent (1%) of the outstanding obligations secured by the Security Instrument;

ii) Seek the dissolution or winding up, in whole or in part, of the Company;

iii) Merge into or consolidate with any person or entity or dissolve, terminate or liquidate, in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure;

iv) File a voluntary petition or otherwise initiate proceedings to have the Company adjudicated bankrupt or insolvent, or consent to the institution of a bankruptcy or insolvency proceedings against the Company, or file a petition seeking or consenting to reorganization or relief of the Company as a debtor under any applicable Federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Company; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Company or of all or any substantial part of the properties and assets of the Company, or make any general assignment for the benefit of creditors of the Company, or admit in writing the inability of the Company to pay its debts generally as they become due or declare or effect a moratorium on the Company debt or take any action in furtherance of any such action; or

v) Amend, modify, or alter Article IV, Article VII, Article VIII, Article IX, Article XI, Article XII or Article XIII of these Articles.

Notwithstanding the foregoing and so long as any obligation secured by the Security Instrument remains outstanding and not discharged in full, the Company shall have no authority to take any action in items (i) through (iii)



and (v) of this Article VII without the written consent of the holder of the Security Instrument.

### **ARTICLE VIII**

All property owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, no member shall have any ownership interest in any Company property in its individual name or right, and each member's interest in the Company shall be personal property for all purposes.

### **ARTICLE IX**

The Company has not and shall not:

a) fail to preserve its existence as an entity duly organized, validity existing and in good standing (if applicable) under the laws of the jurisdiction of its organization or formation;

b) without the prior written consent of the holder of the Security Instrument, amend, modify, terminate or fail to comply with the provisions of these Articles of Organization, or the Company's Operating Agreement;

c) own any subsidiary or make any investment in or acquire the obligations or securities or any other person or entity without the consent of the holder of the Security Instrument;

d) commingle its assets with the assets of any of its principal(s), affiliates, or of any other person or entity or transfer any assets to any such person or entity other than distributions on account of equity interests in the Company permitted by the Security Instrument and properly accounted for;

e) allow any person or entity to pay its debts and liabilities (except

for a Guarantor or Indemnitor (as defined in the Security Instrument)) or fail to pay its debts and liabilities solely from its own assets;

f) fail to maintain its records, books of account and bank accounts separate and apart from those of the partners, members, principals and affiliates of the Company, the affiliates of a partner or member of the Company and any other persons or entity or fail to prepare and maintain its own financial statements in accordance with generally accepted accounting principles and susceptible to audit, or if such financial statements are consolidated fail to cause such financial statements to contain footnotes disclosing that the Property is actually owned by the Company;

g) enter into any contract or agreement with any partner, member, principal or affiliate of the Company or any guarantor of all or a portion of the obligations secured by the Security Instrument or any partner, member, principal or affiliate thereof, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any partner, member, principal or affiliate of the Company, as the case may be, any guarantor or any partner, member, principal or affiliate thereof;

h) fail to correct any known misunderstandings regarding the separate identity of the Company;

i) hold itself out to be responsible or pledge its assets or credit worthiness for the debts of another person or entity or allow any person or entity to hold itself out to be responsible or pledge its assets or credit worthiness

for the debts of the Company (except for a Guarantor or Indemnitor (as defined in the Security Instrument));

j) make any loans or advances to any third party, including any partner, member, principal or affiliate of the Company or any partner, member or principal of affiliate thereof;

k) fail to file its own tax returns or to use separate contracts, purchase orders, stationery, invoices, and checks;

l) fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or person or to conduct its business solely in its own name in order not: (i) to mislead others as to the identity with which such other party is transacting business, or (ii) to suggest that the Company is responsible for the debts of any third party (including any partner, member, principal or affiliate of the Company or any partner, member principal or affiliate thereof);

m) fail to allocate fairly and reasonably among the Company and any third party (including, without limitation, any Guarantor) any overhead for common employees, shared office space or other overhead and administrative expenses;

n) allow any other person or entity to pay the salaries of the Company's employees or by failing to maintain a sufficient number of employees for its contemplated business operations;

o) fail to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its

contemplated business operations;

p) share any common logo with or hold itself out as or be considered as a department or division of: (i) any partner, principal, member or affiliate of the Company, (ii) any affiliate of a partner, principal, member or affiliate of the Company, or (iii) any other person or entity or allow any person or entity to identify the Company as a department or division of that person or entity; or

q) conceal assets from any creditor, or enter into any transaction with the intent to hinder, delay, or defraud creditors of the Company or the creditors of any other person or entity.

#### **ARTICLE X**

Members of the Company have the right to admit new members. Additional members may be admitted only on the unanimous written consent of the existing members, and the existing members shall determine the amount and nature of contributions by the new members at the time the new members are admitted.

#### **ARTICLE XI**

The bankruptcy, death, dissolution, liquidation, termination, or adjudication of incompetence of a member shall not cause the termination or dissolution of the Company, and the business of the Company shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such member shall have all the rights of such member for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute member. The transfer by such trustee

receiver, executor, administrator, committee, guardian, or conservator of any Company interest shall be subject to all the restrictions hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated, or incompetent member.

## ARTICLE XII

The Company shall, to the full extent permitted by Section 608.3229 of the Florida Limited Liability Company Act, as amended from time-to-time, indemnify all persons whom it may indemnify pursuant thereto. The indemnification provided by this Article XII shall not limit or exclude any rights, indemnities or limitations of liabilities to which any person may be entitled, whether as a matter of law, under the Operating Agreement of the Company, by other agreement or otherwise, except as specifically limited by Article XIII below.

IN WITNESS WHEREOF, the undersigned, being the sole member of the Company, has caused these Articles of Organization of FAT BOYS ORDNANCE LLC to be duly executed, effective as of the 2nd day of May, 2009, in St. Petersburg, Florida, and affirms that these Articles of Organization of FAT BOYS ORDNANCE LLC are being filed in accordance with Section 608.41 1 of the Florida Statutes.

FAT BOYS ORDNANCE, LLC,  
a Florida limited liability company

By: 

DAVID ROBERT GELBOGIS  
its Managing Member

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STATE OF FLORIDA       )  
COUNTY OF PINELLAS    )

On the 3<sup>RD</sup> day of May, 2009, before me personally appeared DAVID ROBERT GELBOGIS, who is personally known to me or who produced Florida Driver's License as identification and has made oath that he has read the foregoing ARTICLES OF ORGANIZATION of FAT BOYS ORDNANCE, LLC, by him subscribed and that he knows the contents thereof and that the same is true to his own knowledge except as to those matters therein stated to be on his information and belief and as to those matters he believes them to be true.



NOTARY PUBLIC:

Sign Sharee Michaels  
Print Sharee Michaels

State of Florida at Large (SEAL)  
My commission expires: 4/15/10

(In accordance with Section 608.40813) of the Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

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**CERTIFICATE OF DESIGNATION AND ACCEPTANCE  
BY REGISTERED AGENT**

Pursuant to the provisions of Florida Statute § 608.415, the undersigned limited liability company organized under the limited liability company laws of the State of Florida submits the following statement in designating the registered office and registered agent of the limited liability company in the State of Florida:

1. Name of the limited liability company:

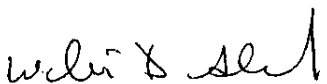
**FAT BOYS ORDNANCE, LLC**

2. Name and address of the registered agent and office:

**WILLIAM D. SLICKER  
4554 CENTRAL AVENUE, SUITE E  
ST. PETERSBURG, FLORIDA 33711**

I, the undersigned person, having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this statement. Accept the appointment as register 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 of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Dated on the 11 day of May, 2009.

  
\_\_\_\_\_  
**WILLIAM D. SLICKER**

The foregoing instrument was acknowledged before me this 11 day of May, 2009, by WILLIAM D. SLICKER who is personally known to me or who produced Florida Driver's License as identification.

State of Florida at Large (SEAL)



My commission expires: 4/15/10

NOTARY PUBLIC:

Sign   
\_\_\_\_\_  
**SHAREE MICHAELS**

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