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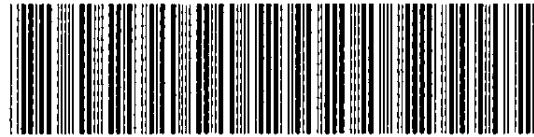
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B. KOHR

SEP 17 2009

EXAMINER



CORPORATION SERVICE COMPANY

EFFECTIVE DATE 9/10/09

ACCOUNT NO. : I20000000195

REFERENCE 127739 5017100

AUTHORIZATION *[Signature]*

COST LIMIT : \$ 155.00

FILED
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DIVISION OF CORPORATIONS
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ORDER DATE : September 17, 2009

ORDER TIME : 9:59 AM

ORDER NO. : 127739-005

CUSTOMER NO: 5017100

DOMESTIC FILING

NAME: STADIUM IGUANA, L.L.C.

EFFECTIVE DATE: 9/10/09

XX ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

CONTACT PERSON: Kimberly Moret - EXT. 2949

EXAMINER'S INITIALS: _____

EFFECTIVE DATE 9/10/09

ARTICLES OF ORGANIZATION
FOR
STADIUM IGUANA, L.L.C.
a Florida Limited Liability Company
Pursuant to Florida Statutes, Chapter 608

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
09 SEP 17 AM 11:04

The undersigned, desiring to form a limited liability company under and pursuant to Florida Statutes Chapter 608, entitled the Florida Limited Liability Company Act, do hereby adopt the following Articles of Organization for such company:

1. **Name.** The name of this limited liability company is "STADIUM IGUANA, L.L.C." (the "Company").

2. **Effective Date.** The effective date of these Articles of Organization and the commencement of the Company's existence as a Florida limited liability company shall be September 10, 2009.

3. **Purpose.** The general purpose of this Company may include the transaction of any and all lawful business for which limited liability companies may be organized in the State of Florida.

4. **Duration/Continuation.** The period of this Company's duration shall be perpetual, unless terminated by the unanimous written agreement of all Members or by the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member, or upon the occurrence of any other event which terminates the continued membership of a Member, unless the business of the Company is continued by the consent of all the remaining Members, or by amendment of these Articles of Organization providing for the continued existence of the Company subsequent to the foregoing events.

5. **Address of Principal Office.** The mailing address of the Company is P.O. Box 13109, Tampa, Florida 33681. The street address of the Company's principal office is 3640 S. Westshore Blvd., Tampa, Florida 33629.

6. **Registered Agent and Office.** The name and street address of the initial registered agent and office for this Company is as follows:

Lopez, Kelly & Bible, P.A.
4100 W. Kennedy Blvd.
Suite 114
Tampa, Florida 33609

7. **Members at Time of Formation.** There will be six (6) initial Members at the time this Company is formed.

8. **Admission of Additional Members; and Terms and Conditions of such Admissions.** Additional Members may be admitted upon the approval of a majority of the Members of the Company, upon the written application of such new Member, in the manner set forth in the Operating Agreement (which may increase the required percentage of Member approval) of this Company.

9 **Right to Continue Business.** So long as the Company continues to have at least one remaining Member (taking into account application of the provisions of Florida Statute Section 608.441(1)(d)), the death, retirement, resignation, expulsion, bankruptcy, or dissolution of any Member or the occurrence of any other event which terminates the continued membership of any Member in the Company shall not cause the Company to be dissolved, and upon the occurrence of any such event, the Company shall be continued without dissolution; provided, however, should application of said Section 608.441(1)(d) or other provisions of Florida Statutes Chapter 608 result in the Company no longer continuing to be classified as a partnership for federal income tax purposes, the last remaining Member, or the personal or other legal representative of the last remaining Member, as the case may be, may, but shall not be obligated to, proceed to dissolve and wind up and conclude the business affairs of the Company.

10. **Management of Company.** The Company shall be a "Manager-Managed Company". The management of the Company shall initially be invested in two (2) Managers. The names and addresses of the initial Managers who are to serve until their successors are elected and qualified, are:

<u>Name</u>	<u>Address</u>
Richard A. Calderoni	3640 S. Westshore Blvd. Tampa, Florida 33629
Amir Mahdiah	3640 S. Westshore Blvd. Tampa, Florida 33629

11. **Amendment of Articles of Organization.** Any amendment to these Articles of Organization shall be on such form prescribed by the Secretary of State of the State of Florida and contain such terms and provisions consistent with Florida Statute 608, shall be approved by a majority-in-interest of the Members, and shall be signed and sworn to by all Members of the Company so approving such amendment(s). In the event a new Member is added by such amendment, it shall be also signed by the Member to be added.

12. **Operating Agreement.** An initial operating agreement regulating the affairs of the Company and the conduct of its business and governing the relations among the Members, Managers and Company shall be adopted and entered into by the initial Members and the initial Managers. Thereafter, the power to adopt, alter, amend or repeal the operating agreement of Company shall be vested in the Managers of the Company; provided, however, the Members may by unanimous written consent or unanimous vote repeal the operating agreement in its entirety and adopt a new operating agreement.

13. **Informal Action by Members.** Any action of the Managers and/or Members may be taken without a meeting if consent in writing setting forth the action so taken shall be signed by the Managers and/or all Members who would be entitled to vote upon such action at a meeting (and filed with the principal office of the Company as part of its records).

14. **Contracting Debt.** Except as otherwise provided by Florida Statute Chapter 608, no debt shall be contracted nor liability or obligation incurred by or on behalf of this Company except by the Managers.

15. **Transferability of Member's Interest.** Except to the extent otherwise provided in the Operating Agreement adopted by the Managers and Members of the Company, an interest of a Member of this Company may only be transferred or assigned to such extent and in the manner provided in the Operating Agreement. However, if all of the remaining Members of this Company do not approve of such proposed transfer or assignment by unanimous written consent, the transferee or assignee of the interest of such Member shall have no right to participate in the management of the business and affairs of this Company and shall not become or exercise any rights or powers of a Member. The transferee or assignee shall be entitled to receive only the share of profits, to receive such distribution or distributions, and to receive such allocation of income, gain, loss, deduction, credit or similar items to which that assignor Member was otherwise entitled, to the extent so assigned.

IN WITNESS WHEREOF, the undersigned Member has hereunto set his hands and seal this 16th day of September, 2009.




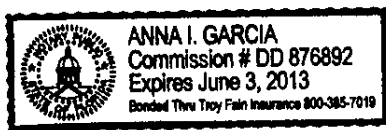
Amir Mahdieh

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 16th day of September, 2009, by **Amir Mahdieh**, who is personally known to me or who has produced Florida Driver's License as identification and who did [did not] take an oath.

[Seal]


Notary Public
My Commission Expires:



**CERTIFICATE OF DESIGNATION OF REGISTERED
AGENT/REGISTERED OFFICE**

Pursuant to the provisions of Section 608.415 or 608.507, Florida Statutes, the undersigned limited liability company submits the following statement to designate a registered office and registered agent in the State of Florida.

1. **Name.** The name of the limited liability company is **STADIUM IGUANA, L.L.C.**
2. **Registered Office.** The address of the registered office of the limited liability company is 4100 W. Kennedy Blvd., Suite 114, Tampa, Florida 33609.
3. **Registered Agent.** **LOPEZ, KELLY & BIBLE, P.A.**, is appointed, and by its authorized agent's signature below accepts appointment, to act as the Registered Agent of **STADIUM IGUANA, L.L.C.**

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 certificate, I, as authorized agent, hereby accept the appointment as Registered Agent and agree to act in this capacity. I, as authorized agent, further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I, as authorized agent, am familiar with and accept the obligations of my position as Registered Agent.

LOPEZ, KELLY & BIBLE, P.A.

By: _____

Authorized Agent

Dated: September 16, 2009