

L10000026330

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

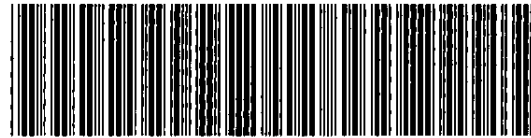
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



700187735347

11/23/10--01028--008 **60.00

FILED
10 NOV 23 PM 5:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

D. BRUCE
NOV 24 2010
EXAMINER

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: MANGELL ENTERPRISES, LLC
Name of Limited Liability Company

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

Please return all correspondence concerning this matter to the following:

SALVATORE MANGIAPANE
Name of Person
MANGELL ENTERPRISES, LLC
Firm/Company
2585 BRANTLEY BLVD.
Address
NAPLES FL 34117-4042 US
City/State and Zip Code
SALVATOREMANGIAPANE@HOTMAIL.COM
E-mail address: (to be used for future annual report notification)

FILED
10 NOV 23 PM 5:06
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

For further information concerning this matter, please call:

SALVATORE MANGIAPANE at (**239**) **465-6365**
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

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

MANGELL ENTERPRISES, 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 03/09/2010 and assigned Florida document number L10000026330.

This amendment is submitted to amend the following:

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

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:

(Principal office address MUST BE A STREET ADDRESS)

FILED
10 NOV 23 PM 5:06
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

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: _____

New Registered Office Address: _____

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>
_____	_____	_____	<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.)

SEE ATTACHED SHEETS FOR AMENDED AND RESTATED OPERATING AGREEMENT

Dated NOVEMBER 5, 2010


Signature of a member or authorized representative of a member

SALVATORE MANGIAPANE

Typed or printed name of signee

FILED
 10 NOV 23 PM 5:06
 CLERK OF STATE
 TALLAHASSEE, FLORIDA

AMENDED AND RESTATED OPERATING AGREEMENT
OF
MANGELL ENTERPRISES, LLC

THIS OPERATING AGREEMENT OF **Mangell Enterprises, LLC** (the “**Agreement**”), is made and entered into effective the 8th day of November, 2010, by and among **Carl Magilewski (Magilewski) Edward J. Angell (Angell) and Salvatore Mangiapane (Mangiapane)** . Magilewski and Angell and , individually, and as a “**Member**” or, collectively, as the “**Members**”. In addition, the terms “**Member**” and “**Members**” shall also refer to any future members of the Company who become subject to the terms and conditions of this Agreement.

RECITALS

A. . Certain of the Members formed **Mangell Enterprises, LLC** a Florida limited liability Company (the “**Company**”) on March 19, 2010, by filing Articles of Organization with the Secretary of State of Florida, and adopting an Operating Agreement of the Company dated March 15, 2010.

B. . Magilewski and Angell were admitted as Members effective March 19, 2010 and the Members now desire to make certain amendments to the Operating Agreement to evidence their understanding concerning the Company, its business, assets, operation, the Members’ respective rights to manage the Company and the Members’ respective interests in the profits, losses, capital and liabilities of the Company, in accordance with the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to Amend the previously filed Operating Agreement as follows:

10 NOV 23 5:06 PM
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
FILED

The following terms shall have the following respective definitions unless otherwise specifically provided herein to the contrary:

A. “**Act**” means the Florida Limited Liability Company Act, Sections 608.401 through 608.703 of the Florida Statutes, as it may be amended from time to time.

B. “**Affiliate**” of a Member or the Company means a Person that controls, is controlled by or is under common control with such Member or with the Company. As used in

this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise. Ownership of more than fifty percent (50%) of the beneficial interests of an entity shall be conclusive evidence that control exists.

C. "Land" means the real property owned by Mangell Enterprises LLC and located at 3906 Enterprise Avenue, Naples, FL 34104 described in Exhibit A attached hereto.

D. "Operating Agreement" refers to the original corporate operating Agreement together with all exhibits executed by Angell and Magilewski on March 15, 2010.

ARTICLE I - ORGANIZATION

1.1 **Formation.** The Members have formed the Company pursuant to the Act. The Managing Member and the other Members shall execute such documents and take such actions, at Company expense, as may be necessary or desirable to maintain the Company's status as a limited liability company under the Act and as a partnership under the Code, and to carry out the business purposes of the Company as set forth in Article III hereof. If there is any conflict between the terms of this Agreement and the Articles of Organization, this Agreement shall control.

1.2 **Name and Principal Place of Business.** The principal place of business for the Company shall be 2585 Brantley Blvd., Naples, FL 34117-4042, or such other place(s) as the Managing Member may designate from time to time.

1.3 **Registered Office and Agent in Florida.** The address of the Company's registered office in the State of Florida is 3906 Enterprise Avenue, Naples, Florida 33906. The name of the Company's new registered agent shall become Salvatore Mangiapane, and the new Registered Office address shall become 2585 Brantley Blvd., Naples, FL 34117-4042, The Managing Member may, from time to time, on behalf of the Company, may change the registered office and/or the registered agent of the Company.

ARTICLE II WITHDRAWAL AND TRANSFER OF MEMBERSHIP INTERESTS

2.1 Pursuant to the Terms of the Original Operating Agreement, Angell and Magilewski for good and valuable consideration hereby transfer all ownership interests of Mangell Enterprises LLC to Salvatore Mangiapane effective this date. Angell and Magilewski unanimously consent to the transfer of their entire membership interest to Mangiapane and evidence their consent by their execution and signature of this Amendment to the Original Operating Agreement.

2.2 Mangiapane agrees to be bound by the terms of the original operating agreement and agrees to the changes referenced in this Amendment to the Original

Operating Agreement; indicating his affirmance by executing the Consent Form (attached) referenced as Exhibit D to the Original Operating Agreement.

2.3 MANGIAPANE shall become responsible for all debts and obligations of the business effective immediately including but not limited to an ownership interest in the Corporate Land as described above and referenced in Exhibit A hereto.

ARTICLE III - NAMES AND ADDRESSES OF MEMBERS

3.1 Members. The names and addresses of the Members are as follows:

Salvatore Mangiapane
2585 Brantley Blvd.
Naples, Florida 34117

ARTICLE IV - MISCELLANEOUS

4.1 All other provisions of the Original Operating Agreement of Mangell Enterprises LLC dated March 17, 2010 shall remain in full force and effect, and shall be incorporated by reference herein.

4.2 Notices. All notices or other communications given or made under this Agreement or pursuant to the Act shall be in writing. Notices or other communications to the Members or the Company shall be deemed to have been given when delivered personally or three (3) days after deposit in the United States mail, if sent by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

4.2.1 to the Members, at the addresses set forth in Section 3.1 above, or at such other address(es) as each such Member may specify in a writing given in accordance with this Section 16.1; or

4.2.2 to the Company, at the principal office of the Company specified in above.

4.3 Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal or equitable action or proceeding arising out of or construing this Agreement shall lie exclusively in the State Courts of Collier County, Florida, or in the

United States District Court for the Middle District of Florida, Ft. Myers Division, and the parties hereto specifically waive any other jurisdiction or venue.

4.4 Assignees.

4.5 Third-Party Beneficiaries. Any agreement contained herein to make any contribution or to otherwise pay any amount, and any assumption of liability herein contained, express or implied, shall be only for the benefit of the undersigned and their respective permitted successors and assigns, and such agreements and assumptions shall not inure to the benefit of the obligees under any indebtedness, or to any other party whomsoever, it being the intention of the undersigned that no one shall be deemed to be a third-party beneficiary of this Agreement or any portion hereof.

4.6 Attorneys' Fees. If any of the parties to this Agreement institute any action or proceeding to enforce the rights and duties of the parties hereto arising from or in any way relating to the subject matter of this Agreement, the prevailing party or parties in such action or proceeding shall be entitled to recover from the non-prevailing party or parties all costs and expenses incurred by the prevailing party or parties in such action, including, but not limited to, reasonable attorneys' fees, paralegal fees, law clerk fees and other legal costs and expenses, whether incurred at or before the trial level or in any appellate, bankruptcy or other legal proceeding.

4.7 Binding Upon Successors. Each and every provision hereof shall be binding upon, and inure to the benefit of, the heirs, personal representatives, successors and assigns of the respective parties hereto.

4.8 Severability. Every provision hereof is intended to be severable, and if any term or provision hereof is illegal or invalid for any reason whatsoever, such provision shall be invalid, but such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

4.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and shall be binding upon the party or parties who executed the same, but all of such counterparts shall constitute but one and the same agreement.

4.10 Waiver of Partition. Each Member irrevocably waives any and all rights that such Member may have to maintain action for partition of any of the Company's properties.

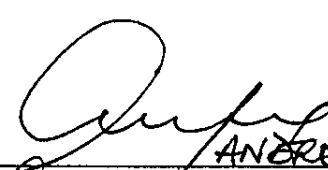
4.11 Entire Agreement. This Agreement and the exhibits hereto (including any documents referred to herein) constitute the entire agreement among the


parties and supercede any prior understandings, agreements, drafts or representations by or among the parties, written or oral, that may have related in any way to the subject matter hereof.

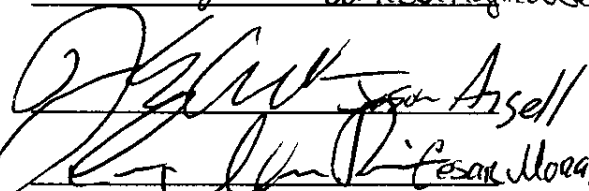
4.12 Amendment. This Agreement may only be amended upon the written consent executed by all of the Members.

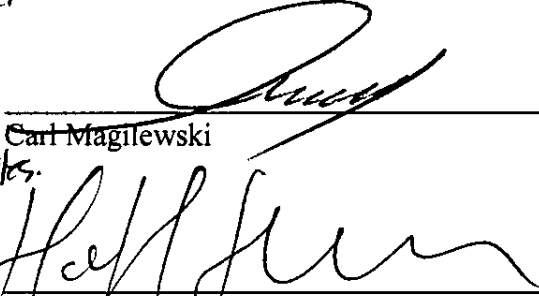
IN WITNESS WHEREOF, this Agreement has been entered into as of the date and year first above written.

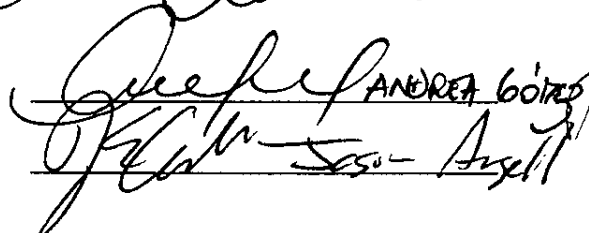
"MEMBERS"


ANDEA GOMES
Vanessa Magilewski Vanessa Magilewski


Edward J. Angell


Carl Magilewski


Salvatore Mangiapane


ANDEA GOMES

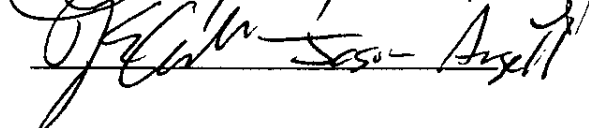

Carl Magilewski

EXHIBIT A

DESCRIPTION OF PROPERTY
LEGAL DESCRIPTION

LEGAL DESCRIPTION

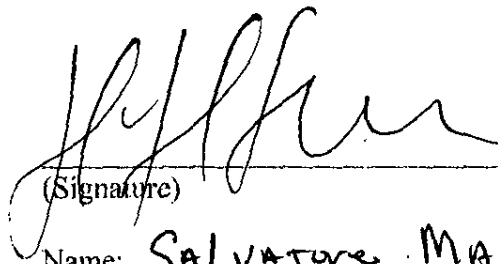
A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 36,
TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY FLORIDA, BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 36, AS SHOWN ON THE
UNRECORDED PLAT OF NAPLES PRODUCTION PARK, RUN S 89°21'02" W ALONG
THE QUARTER SECTION LINE 327.33 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE S 89°21'02" W 163.67 FEET; THENCE S 00°02'16" W
398.89 FEET; THENCE N 89°21'02" E 163.97 FEET; THENCE N 00°00'21" W
398.89 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

NEW MEMBER'S CONSENT

The undersigned agrees to be bound as a Member by the terms of the Operating Agreement of Mangell Enterprises, LLC as if the undersigned was a signatory thereof.



(Signature)

Name: SALVATORE MANGIAPANE

Date: 11/05/2010