

L10000091627

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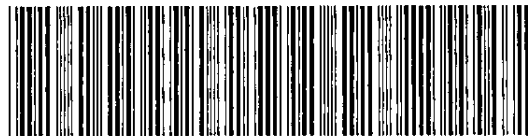
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EXAMINER

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**DATE:** 10-01-10

**NAME:** E-COMMERCE, LLC

**TYPE OF FILING:** AMENDMENT

**COST:** \$55.00

**RETURN:** CERTIFIED COPY

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**ACCOUNT:** FCA000000015

**AUTHORIZATION:** ABBIE/PAUL HODGE

*Abbie Hodge*

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**ARTICLES OF AMENDMENT**

(re: *First Amended and Restatement  
Articles of Organization*)

to

**Articles of Organization**

of

**E-COMMERCE, LLC**

E-Commerce, LLC (the "Company"), a limited liability company organized and existing by virtue and under the laws of the State of Florida, by and through the undersigned, does hereby file these *Articles of Amendment* pursuant to and in accordance with Section 608.411, Florida Statutes, and states as follows:

- First:** The name of this limited liability company is E-COMMERCE, LLC, the name under which its original *Articles of Organization* were filed.
- Second:** The date of filing of this Company's original *Articles of Organization* was August 31, 2010, and the Document Number assigned thereto was L10000091627.
- Third:** The Company desires to amend and restate its *Articles of Organization* in the manner set forth in the attachment hereto, which attachment is hereby incorporated in its entirety by reference, and hereby submits these *Articles of Amendment* in furtherance thereof.
- Fourth:** The amendments (including the restatement) described above were unanimously adopted by this Company's members on September 28, 2010, the number of votes cast for such amendments (including the restatement) being sufficient for approval.

\* \* \*

Dated: September 29, 2010.

By: 

Daniel T. White, Esq.

Authorized Representative of  
the members

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**First Amended and Restated**

**Articles of Organization**

**of**

**E-Commerce, LLC**

**ARTICLE I: NAME**

The name of this limited liability company shall remain E-Commerce, LLC (the "Company").

**ARTICLE II: MAILING AND STREET ADDRESS**

This Company's principal office location and its mailing address shall remain 5110 Thoroughbred Lane, Southwest Ranches, FL 33330, unless and until changed.

**ARTICLE III: INITIAL REGISTERED OFFICE AND AGENT**

Unless and until changed, the initial registered office of this Company shall remain at 5110 Thoroughbred Lane, Southwest Ranches, FL 33330, and this Company's initial registered agent at that address shall remain as Richard A. Bell.

**ARTICLE IV: DURATION OF COMPANY'S EXISTENCE**

This Company shall have perpetual existence.

**ARTICLE V: PURPOSE AND POWERS**

This Company may engage or transact in any and all lawful activities or business permitted under the laws of the United States, the State of Florida or any other state, country, territory or nation in which the Company chooses to engage in business activities.

**ARTICLE VI: MANAGEMENT OF COMPANY; AUTHORITY TO ACT  
ON BEHALF OF COMPANY**

A. This Company shall operate and exist as a manager-managed company for all purposes under the Florida Limited Liability Company Act, as amended (the "Act"), unless and until changed through an amendment to this Company's articles of organization (the "Articles"). As such, management of this Company's activities and affairs shall be conducted by, and vested in, one or more managers in accordance with the applicable provisions set forth in these Articles below or this Company's operating agreement, if any.

B. Accordingly, no member of this Company, solely by reason or status of being such a member, shall have (1) any right, power or authority whatsoever (whether actual, apparent or implied) to act on this Company's behalf or to be an agent of this Company for any purpose of its business or (2) any vested right or entitlement to be elected, appointed or designated as a manager, officer or other legal representative of this Company.

**ARTICLE VII: ADDITIONAL MEMBERS; TRANSFER OR ASSIGNMENT OF INTEREST;  
NO MEMBER RIGHTS OR POWERS WITHOUT FORMAL ADMISSION**

A. No person shall be admitted as a member of or to this Company unless and until formally admitted pursuant to the affirmative action or written consent of no less than a "Majority-in-interest of the members" (as defined by the Act), unless otherwise set forth to the contrary within this Company's operating agreement, if any, and then in all instances only pursuant to strict compliance with any other applicable term or condition governing member admission that may be set forth either herein or therein.

B. No transferee, assignee, holder, successor or assign of or to any interest in this Company or any of this Company's issued and outstanding securities shall have any automatic or vested right, privilege or other entitlement of membership to this Company (or to cause this Company or any of its managers or members to vote or consent to admit) such person into this Company's membership prior to such formal admission.

C. Without having been formally admitted as a member of this Company, no transferee, assignee, holder, successor or assign of or to any interest in this Company or any of its issued and outstanding securities shall have or possess any right, power, authority, privilege or entitlement:

(i) to exercise any right, entitlement or power of or as a member of this Company (including without limitation the valid exercise of any right or power to elect one or more managers or to vote on any matter concerning any aspect of this Company's business or affairs) or, if applicable, to otherwise participate in the management of this Company's business and affairs; or

(ii) to act as a proxy or representative of a holder of any interest in this Company or any of its issued and outstanding securities or to grant or appoint to any other person (including any member of this Company), any proxy to vote or otherwise act on behalf of, or with respect to, any such interest or securities. Any

attempt to grant or act as a proxy or representative of any interest in the Company (or holder thereof) in violation of these Articles or this Company's operating agreement, if any, shall be deemed void *ab initio* and without force or effect.

D. Prior to the dissolution and winding-up of this Company, no interest in this Company or any of its issued and outstanding securities shall be transferable or assignable, in whole or in part, directly or indirectly, voluntarily or involuntarily, whether by any member or other holder of any such interest or securities, except as may be set forth in these Articles or this Company's operating agreement, if any. Any attempt to transfer or assign any interest in this Company in violation of the Articles or this Company's operating agreement, if any, shall be deemed void *ab initio* and without force or effect.

#### **ARTICLE VIII: GOVERNING DOCUMENTS**

A. These Articles may only be amended pursuant to the applicable provisions as may be set forth in these Articles or this Company's operating agreement, if any, and all amendments, alterations, revisions, restatements or repeals to these Articles shall be in writing. In the absence of any applicable provision to the contrary set forth in this Company's operating agreement, if any, these Articles shall be amended upon the unanimous affirmative action or written consent of this Company's members.

B. All provisions (including any and all amendments, alterations, revisions, restatements or repeals) of this Company's operating agreement, if any, shall be consistent with these Articles and shall be in writing.

#### **ARTICLE IX: SEVERABILITY**

In the event all or any portion of any provision of these Articles is deemed to be unenforceable, the remainder of that or all other provisions shall not be affected thereby and each remaining provision shall be valid and enforceable to the fullest extent permitted by law.

#### **ARTICLE X: INITIAL MANAGER(S)**

The Company's initial manager(s) shall be the following person(s):

<u>Title:</u>	<u>Name:</u>	<u>Address:</u>
Manager	Richard A. Bell	5110 Thoroughbred Lane Southwest Ranches, FL 33330

each of whom having been duly appointed, designated or elected (as the case may be), shall generally serve until his or her successor's election and qualification, unless resignation, retirement, removal, incapacity or death (as the case may be) shall earlier occur.

**ARTICLE XI: COMPLIANCE WITH ACT**

These *First Amended and Restated Articles of Organization* have been duly executed and are being filed in accordance with Section 608.411, Florida Statutes.

\* \* \*

Dated: September 29, 2010.

A handwritten signature in cursive script, appearing to read "Daniel T. White", is written over a horizontal line.

Daniel T. White, Esq.

Authorized Representative of  
the Members