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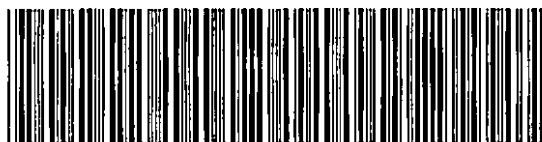
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06/02/21-- 01013--008 \*\*25.00

R. WHITE

JUN 8 2021

## SECOND AMENDMENT TO ARTICLES OF ORGANIZATION OF RICHBISS, LLC

THIS SECONDAMENDMENT TO THE ARTICLES OF ORGANIZATION is made, adopted and executed as of this 12<sup>th</sup> day of February, 2021 by the undersigned person. All of the capitalized words and terms in the Amendment shall have the meaning ascribed to them in the Articles of Organization of Richbiss, LLC.

1. Name. The name of the limited liability company is Richbiss, LLC (sometimes referred to as the "Company").

2. Amendments. The Company's Articles of Organization, dated the 11<sup>th</sup> day of January, 2011 and duly filed with the State of Florida, are amended as follows:

The first sentence of Article VI-Management is deleted in its entirety and replaced with the following:

"1. **MANAGEMENT.** The management of the Company is reserved to the Manager as appointed by the member(s) of the Company. Accordingly, the Company shall be manager managed. This revokes the prior manager Sandra Bronner and the elected manager is as follows:

Gitte Finkelman-Cohen, residing at 154 High Pond Drive Jericho, NY 11753

The Manager listed above will serve as the Manager of this company until a meeting of member(s) is held and new Manager(s) elected.

2. **MEMBERS.** Members shall not take part in the operation of the Company's affairs, unless they are elected Managers.

3. **POWERS OF MANAGER.** The Manager is authorized to make decisions as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of her management powers, the Manager is authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.

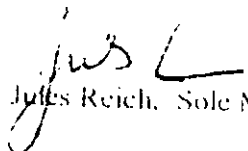
4. **EXCULPATION.** Any act or omission of the Manager, the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith to promote the best interests of the Company, shall not subject the Managers to any liability to the Members.

5. **INDEMNIFICATION.** The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful.

6. **MANAGEMENT FEE.** Any Manager rendering services to the Company shall be entitled to compensation commensurate with the value of such services as all members agree upon.

7. **REIMBURSEMENT.** The Company shall reimburse the Managers or Members for all direct out-of-pocket expenses incurred by them in managing the Company."

8. **Ratification.** The Company's Articles of Organization, as amended, are hereby ratified, confirmed and approved by the Member(s). The undersigned hereby affirm(s) that he is the sole Member of the Company.

  
Jules Reich, Sole Member and Manager