

L11000031921

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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(Business Entity Name)

(Document Number)

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SEP 15 2011
EXAMINER



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09/14/11--01007--001 **25.00

FILED
11 SEP 14 PM 2:57
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SEPTEMBER 8, 2011

TO: FLORIDA DEPARTMENT OF STATE

FROM: MARTIN LEVY

116 SUFFOLK C

BOCA RATON, FL 33434

914-953-8988

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: EMPIRE FOOD SERVICE LLC

Name of Limited Liability Company

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

Please return all correspondence concerning this matter to the following:

MARTIN LEVY

Name of Person

Firm/Company

9858 CLINT MOORE RD SUITE C 111-298

Address

BOCA RATON, FL 33496

City/State and Zip Code

MAUX1021@AOL.COM

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

MARTIN LEVY

Name of Person

at (914)

953-8988

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**

EMPIRE FOOD SERVICES 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 03/15/2011 and assigned
Florida document number L11000031921.

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)

9858 CLINT MOORE RD SUITE C 111-298

BOCA RATON, FL 33496

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

9858 CLINT MOORE RD SUITE C 111-298

BOCA RATON, FL 33496

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TALLAHASSEE, FLORIDA

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:

MARTIN LEVY

New Registered Office Address:

116 SUFFOLK C

Enter Florida street address

BOCA RATON

Florida

33434

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.

(Signature)
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>
MGR	ALBANO, MORGAN L	10058 SPANISH ISLES BLVD. F-19	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
MGRM	LEVY, MARTIN	116 SUFFOLK C BOCA RATON, FL 33434	<input checked="" 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.)*

PLEASE SEE MEMBER SELLING AGREEMENT ATTACHED.

Dated SEPTEMBER 8, 2011



Signature of a member or authorized representative of a member

MARTIN LEVY

Typed or printed name of signee

EMPIRE FOOD SERVICES, LLC BUSINESS SALE AGREEMENT

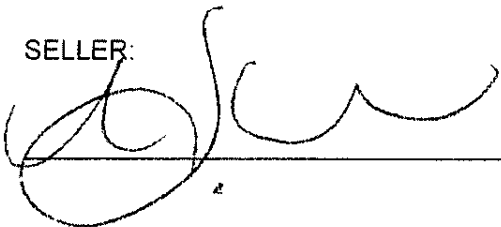
Agreement made this 6 day of Sept, 2011 by and between MORGAN L. ALBANO of EMPIRE FOOD SERVICES, LLC (hereinafter referred to as "Seller") and MARTIN LEVY (hereinafter referred to as the "Buyer").

Whereas the Seller desires to sell and the Buyer desires to buy the business of EMPIRE FOOD SERVICES, LLC now being operated at 10058 SPANISH ISLES BOULEVARD F-19, BOCA RATON FL 33498 and all assets and liabilities thereof which is limited to cash and leasing contracts, the parties hereto agree and covenant as follows:

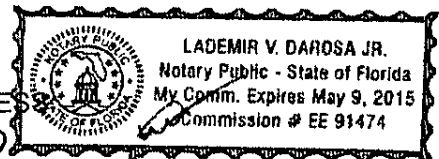
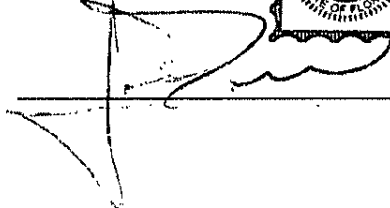
1. The purchase price for the bank accounts and leasing contracts will be the face value being carried on the books or \$ 10.00 payable upon execution of this agreement.
2. The Seller promises and agrees to convey good, clear, and marketable title to all the property to be sold hereunder, the same to be free and clear of all liens and encumbrances.
3. Consummation of the sale, with payment by the Buyer of the balance in full will take place on or before Sept 6th, 2011.
4. Until the delivery of the Bill of Sale, the Seller shall maintain insurance on said property in the amount that is presently insured.
5. Operating expenses of EMPIRE FOOD SERVICES, LLC including but not limited to rent, taxes, payroll and water shall be apportioned as of the date of the passing of papers and the net amount thereof shall be added to or deducted from, as the case may be, the proceeds due from the Buyer at the time of delivery of the Bill of Sale.
6. If the Buyer fails to fulfill his obligations herein, all deposits made hereunder by the Buyer shall be retained by the Seller as liquidated damages.
7. The Seller promises and agrees not to engage in the same type of business as the one being sold for 2 years from the time of passing, within a 200 MILE radius of BOCA RATON, FLORIDA.
8. The Seller agrees that this Agreement is contingent upon the following conditions: (a) Buyer obtaining the approval from the proper authorities (Town and State) of the transfer of all necessary licenses to the Buyer.
9. All of the terms, representations and warranties shall survive the closing. This Agreement shall bind and inure to the benefit of the Seller and Buyer and their respective heirs, executors, administrators, successors and assigns.
10. If this Agreement shall contain any term or provision which shall be invalid or against public policy or if the application of same is invalid or against public policy, then, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in triplicate on the day and year first above written.


SELLER:



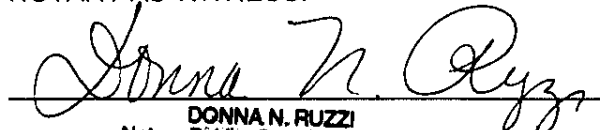
NOTARY AS WITNESS:



BUYER:



NOTARY AS WITNESS:



DONNA N. RUZZI
Notary Public, State of New York
No. 01RU5045337
Qualified in Rockland County
Commission Expires June 12, 2015