

L12000016404

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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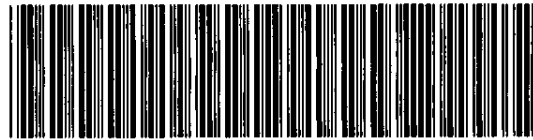
A

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B. KOHR

APR - 5 2012

EXAMINER



000227048600

04/03/12--01018--003 \*\*25.00

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SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
12 APR - 3 PM 3:27

# COVER LETTER

TO: **Registration Section**  
**Division of Corporations**

SUBJECT: TCK Ventures 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:

James Riney

Name of Person

TCK Ventures LLC

Firm/Company

10049 Chatham Oaks Ct

Address

Orlando 32836

City/State and Zip Code

jsriney@yahoo.com

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

For further information concerning this matter, please call:

James Riney

Name of Person

at ( 347 )

8578432

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

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

TCK Ventures 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 Feb 3, 2012 and assigned  
Florida document number L12000016404.

This amendment is submitted to amend the following:

☒ **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)**

Enter new mailing address, if applicable:

**(Mailing address MAY BE A POST OFFICE BOX)**

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DIVISION OF CORPORATION  
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☒ **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**

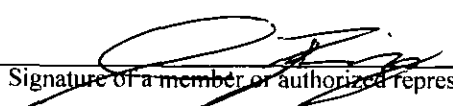
**MGRM = Managing Member**

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
MGRM	Noir Fx Limited	10/F Westlands Ctr. 20 Westlands Rd Quarry Bay, Hong Kong	<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
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			<input type="checkbox"/> Add <input type="checkbox"/> Remove

**D. If amending any other information, enter change(s) here: (Attach additional sheets, if necessary.)**

Noir FX Limited will own 10% of TCK Ventures LLC in exchange for their  
\$25,000 investment.

Dated March 22, 2012

  
Signature of a member or authorized representative of a member

James Riney, CEO, TCK Ventures LLC  
Typed or printed name of signee

## **AGREEMENT**

This agreement (the "Agreement") is entered into as of March 1, 2012, by and between Noir Fx Limited ("Party One") and TCK Ventures ("Party Two") (collectively the "Parties").

NOW, THEREFORE, in consideration of the mutual premises and covenants contained in this Agreement, it is hereby agreed by and between the Parties as follows:

### **1) PARTY ONE OBLIGATIONS.**

Party One (Noir Fx Limited) does hereby covenant and agree that it shall:

Transfer USD 25,000 to the account of TCK Ventures LLC in exchange for 10% of its equity.

### **2) PARTY TWO OBLIGATIONS.**

Party Two (TCK Ventures LLC) does hereby covenant and agree that it shall:

Grant Noir Fx Limited 10% equity after it is confirmed that USD 25,000 has successfully been transferred.

### **3) ARBITRATION.**

The Parties agree that any dispute or controversy arising out of this Agreement shall be settled by Arbitration to be held in Orange county, state of Florida, in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the Parties. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. The Parties shall each pay one-half of the costs and expenses of such arbitration, and each of the parties shall separately pay counsel fees and expenses.

### **4) GENERAL PROVISIONS.**

A. Waiver and Amendment. Neither party may waive any of the terms or conditions of this Agreement, nor may this Agreement be amended or modified, except by a duly signed writing referring to the specific provision to be waived, amended or modified.

B. Entire Agreement. This Agreement constitutes the entire agreement with respect to the subject matter hereof, and supersedes all other prior agreements and understandings, both written and oral, among the parties hereto and their affiliates.

C. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provisions had never been contained herein.

D. Governing Law. This Agreement shall be governed by the laws of the state of Florida, without regard to its conflicts of law provisions.

E. Voluntary Execution of Agreement. This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties, with the full intent of releasing all claims. The Parties acknowledge that:

- (i) they have read this Agreement;
- (ii) they have been represented, or, in the alternative, have had the opportunity to obtain representation, in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice;
- (iii) they understand the terms and consequences of this Agreement and of the releases it contains; and
- (iv) they are fully aware of the legal and binding effect of this Agreement.

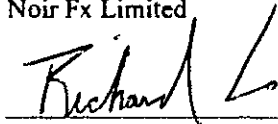
F. Counterparts/Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail or other electronic medium shall have the same force and effect as an original signature.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**PARTY ONE:**

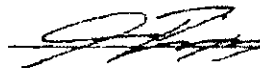
Noir Fx Limited



Richard LO (Director)  
(name and title)

**PARTY TWO:**

TCK Ventures LLC



James Biney, CEO  
(name and title)