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(City/State/Zip/Phone #)

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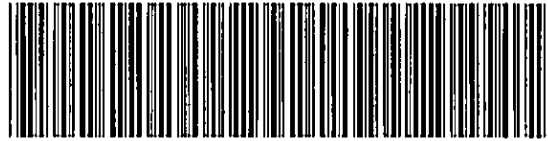
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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AUG 15 2019
S. YOUNG

RECEIVED
CLERK OF SUPERIOR COURT
TALLAHASSEE, FLORIDA

19 AUG 12 AM 8:08

FILED

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Coin Kingdom 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:

Jerzy Popielarz
Name of Person

Coin Kingdom LLC
Firm/Company

3446 W. Univ. Ave
Address

Gainesville, FL 32607
City/State and Zip Code

Jerzy@coinkingdomllc.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Jerzy Popielarz at (352) 554-4654
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**

(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 June 19, 2014 and assigned
Florida document number L14000098518.

FILED
19 JUN 12 AM 08
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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 contain 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)

3446 W. Univ. Ave.
Gainesville, FL 32607

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 605, 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 Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

MGR = Manager

AMBR = Authorized Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
MGR	Ronald J. Yeckring	1415 N.W. 100 th Terr.	<input checked="" type="checkbox"/> Add
		Cornesville, FL. 32606	<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
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D. If amending any other information, enter change(s) here: (Attach additional sheets, if necessary.)

Company Ownership from Jerzy Popielarz
100% Ownership to:

Jerzy Popielarz 51%

Ronald Yeckring 49%

(See Attachment)

E. Effective date, if other than the date of filing: _____ (optional)

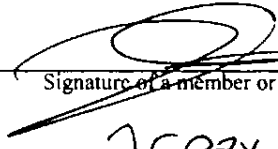
(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of:

(b) The 90th day after the record is filed.

Dated AUGUST, 9TH 2019.


Signature of a member or authorized representative of a member

JERZY POPIELARZ
Typed or printed name of signee

OPERATING AGREEMENT

of

Coin Kingdom, LLC

This Operating Agreement (the "Agreement") made and entered into this 11th day of June, 2019 (the "Execution Date"),

MEMBERS: Jerzy Popielarz, residing at 1505 Fort Clarke Blvd Apt 1207 Gainesville FL 32606 and Ronald Yeckring, residing at 1415 NW 100th Ter Gainesville FL 32606, hereinafter referred to as the "Members".

BACKGROUND:

- A. The Members wish to be the sole members of a limited liability company.
- B. The terms and conditions of this Agreement will govern the Members within the limited liability company, Coin Kingdom, LLC.

IN CONSIDERATION OF and as a condition of the Members entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Members to this Agreement agree as follows:

Formation

- 1. By this Agreement the Members form a Limited Liability Company (the "Company") in accordance with the laws of the State of Florida. The rights and obligations of the Members will be as stated in the Florida Limited Liability Company Act (the "Act") except as otherwise provided here.

Name

- 1. The name of the Company will be Coin Kingdom, LLC.

Purpose

- 1. This Company is organized for the conduct of any or all lawful affairs for which a limited liability company may be organized.

Place of Business

1. The principle office of the Company will be located at 3446 West University Ave Gainesville FL 32607 or such other place as the Members may from time to time designate.

Capital Contributions

1. Each Member will make capital contributions which will be determined at a later date.

Allocation of Profits/Losses

1. Subject to the other provisions in this Agreement, the net profits or losses, for both accounting and tax purposes, will accrue to and be borne by the Members, Jerzy Popielarz (51%) and Ronald Yeckring (49%).
2. Distributions will be made monthly. No Member will have priority over any other Member for any distribution.

Additional Contributions

1. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the capital contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will not entitle the lending Member to any increased share of the Company's profits. Satisfaction of such debts will have priority over any other payment to Members.

Interest on Capital

1. No borrowing charge or loan interest will be due or payable to any Member on their agreed capital contribution inclusive of any agreed additional contributions.

Books of Account

1. Accurate and complete books of account of the transactions of the Company will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Member. The books and records of the Company will reflect all the Company's transactions and will be appropriate and adequate for the business conducted by the Company.

Banking and Company Funds

1. The funds of the Company will be placed in such investments and banking accounts as will be designed by the Members. Company funds will be held in the name of the Company and will not be commingled with those of any other person or entity.

Tax Treatment

1. This Company is intended to be treated as a S Corporation for the purposes of Federal and State Income Tax.

Governing Law

1. The Members submit to the jurisdiction of the courts of the State of Florida for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Indemnification

1. Jerzy Popielarz covenants with Ronald Yeckring to indemnify and hold harmless Ronald Yeckring from and against any and all claims, actions, damages, liability and expense, including but not limited to reasonable attorney's fees, that arise from or in connection with the management, maintenance, or control of the Company (Coin Kingdom, LLC), or any portion thereof prior to June 1, 2019. Jerzy Popielarz shall, at his own cost and expense,

defend against any and all actions that may be brought against Ronald Yeckring with respect to the foregoing. Jerzy Popielarz shall pay, satisfy and discharge any and all judgments, orders, and decrees that may be recovered against Ronald Yeckring in connection with the foregoing.

Liability

1. A Member or any employee will not be liable to the Company or to any other Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Member or employee will be liable only for any and all acts and omissions involving intentional wrongdoing.
2. Non-Liability to the Company or to any other Member for mistake or error in judgment or for any act or omission believed to be done in good faith to be within the scope of authority conferred or implied by this Agreement or the Company, and liability for any and all acts and omissions involving intentional wrongdoings is effective June 1, 2019.

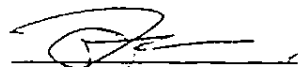
Miscellaneous


1. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Members' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of the Agreement will in no way be affected, impaired or invalidated as a result.
2. This Agreement contains the entire agreement between the Members. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any Member during the negotiation states of this Agreement, may

in some way be inconsistent with this final written Agreement. Such statements have no force or effect in respect to this Agreement.

3. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon each Member's successors, assigns, executors, administrators, beneficiaries, and representatives.

Executed this 11 day of June, 2019 at Alachua County, Florida


Signature of Member
Jerzy Popielarz


Signature of Member
Ronald Yeckring

STATE OF FLORIDA
COUNTY OF Alachua

Sworn to (or affirmed) and subscribed before me this 11th day of June, 2019 by

Personally Known ☒ OR Produced Identification _____
Type Identification _____
Produced _____

