

L98000001585

Leon and Associates
13555 Biscayne Blvd
Suite 868
M. Miami FL 33181

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-08/24/98-01134-005
****293.75 ****293.75

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. _____ (Corporation Name) _____ (Document #)
2. _____ (Corporation Name) _____ (Document #)
3. _____ (Corporation Name) _____ (Document #)
4. _____ (Corporation Name) _____ (Document #)

- ☐ Walk in ☐ Pick up time _____ ☐ Certified Copy
☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/ Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

Name Availability	<i>[Signature]</i>
Document Examiner	<i>[Signature]</i>
Updater	<i>[Signature]</i>
Updater Verifier	<i>[Signature]</i>
Acknowledgement	<i>[Signature]</i>
W. P. Verifier	<i>[Signature]</i>

Examiner's Initials

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State of Florida
Department of State

**LIMITED LIABILITY COMPANY
ARTICLES OF ORGANIZATION**

Pursuant to Section 608.407, Florida Statutes, the Articles of Organization must set forth the following:

ARTICLE I - Name

The name of the limited liability company is **T-Coy LLC.**

ARTICLE II - Address

The mailing address and street address of the principal office of the Limited Liability Company is
755 East 49th Street, Suite 10
Hialeah, Florida 33013

ARTICLE III - Duration

The period of duration for the Limited Liability Company shall be: December 31, 2099

ARTICLE IV - Management
(check and complete the appropriate statement)

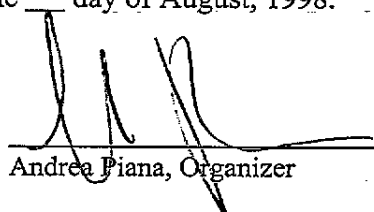
☒ The Limited Liability is to be managed by a manager or managers and the name(s) and address(es) of such manager(s) who is/are to serve as manager(s) is/are:

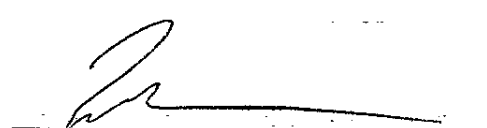
Andrea Piana
220 S. Erwin Street
Cartersville, GA 30120

Marco Piana
VIA PIETRO MICCA N°8
13051 BIELLA

☐ The Limited Liability Company is to be managed by the members and the name(s) and address(es) of the managing member(s) is/are:

This the ___ day of August, 1998.


Andrea Piana, Organizer


Marco Piana, Organizer

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T-COY LLC
a Florida Limited Liability Company

OPERATING AGREEMENT

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OPERATING AGREEMENT
OF
T-COY LLC,
a Florida Limited Liability Company

THIS OPERATING AGREEMENT, is made and entered into as of the 18 day of August, 1998, by and among Andrea Piana, an individual residing in Atlanta, GA., Marco Piana, an individual residing in Biella, Italy and Carlos Leon, an individual residing in Miami, Fl. (collectively, the "Members").

ARTICLE I

DEFINITIONS AND GLOSSARY OF TERMS

"Act" shall mean the Florida Limited Liability Company Act set forth at Chapter 608 of the Florida Statutes.

"Agreement" shall mean this Operating Agreement as amended from time to time.

"Articles" shall mean the articles of organization, together with any amendments thereto, required to be filed by the Company pursuant to the Act.

"Capital Account" shall mean with respect to each Member a financial and tax accounting account maintained and adjusted in accordance with the Treasury Regulations promulgated under Section 704 of the Code.

"Cash Flow" shall mean cash available to the Company as a result of the operations of the Company and the sale or refinancing of Company property after (i) payment of all expenses, costs, amortization of indebtedness of the Company, (ii) acquisition of investments or other capital assets and (iii) the establishment of reasonable reserves for working capital, debt service, contingencies, investments, and replacements.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, or any successor federal revenue law and any final treasury regulations, revenue rulings, and revenue procedures thereunder or under any predecessor federal revenue law.

"Company" shall refer to the limited liability company created under this Agreement and the Articles.

"Distributions" shall mean distributions of cash or other property made by the Company to the Members from any source.

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"Income" shall mean the net income (including tax exempt income) of the Company or any separately allocable item thereof.

"Interest" shall mean all of the rights created under this Agreement or under the Act of each Member with respect to the Company and the Company property.

"Losses" shall mean the net loss of the Company or any separately allocable deduction of the Company, including expenditures of the Company not deductible in computing its taxable income and not properly chargeable to a capital account.

"Managing Member" shall initially be Andrea Piana.

"Members" shall refer collectively to the persons and entities the names of which are listed in the preamble to this Agreement and, in accordance with this Agreement, their successors and assigns.

Certain other capitalized terms not defined above shall have the meanings given such terms in the Agreement.

ARTICLE II

FORMATION; NAME; PURPOSES; OFFICE; TERM

SECTION 2.1. Company Formation. The Company shall be formed as a limited liability company under and pursuant to the Act. The Members, or any of them, shall execute and file all such instruments or documents and shall do or cause to be done all filing, recording, or other acts, as may be necessary or appropriate from time to time to comply with the requirements of law for the formation and/or operation of a limited liability company in the State of Florida.

SECTION 2.2. Name of Company. The name of the Company shall be T-COY LLC.

SECTION 2.3. Purposes. The purposes of the Company are as follows:

- (a) To invest in various business opportunities for profit.
- (b) To do all things reasonably incidental to the purposes described in subsection (a).
- (c) All such other purposes to which a majority in Interest of the Members may consent.

The Company may execute, deliver and perform all contracts and other undertakings and engage in all activities and transactions as may be necessary or advisable to carry out the foregoing objects and purposes.

SECTION 2.4. Registered Office and Principal Place of Business. The registered office of the Company shall be maintained at 12555 BISCAYNE BLVD. #868
N. MIAMI, DADE County, Florida 33181, or at such other place as the Members may agree, and the initial registered agent at such address shall be Carlos Leon. The principal place of business of the Company shall be maintained at 12555 BISCAYNE BLVD. #868
N. MIAMI, DADE County, Florida or at such other place as the Members may agree.

SECTION 2.5. Commencement and Term. The Company shall commence upon the filing of the Articles in the office of the Secretary of State of the State of Florida, as required by Section 2.1 hereof, and shall continue until DECEMBER 31, 2099 unless sooner terminated as provided herein.

ARTICLE III

CAPITAL CONTRIBUTIONS, LIABILITY OF MEMBERS, CAPITAL ACCOUNTS, RETURN OF CAPITAL AND INTEREST ON CAPITAL

SECTION 3.1. Initial Contributions. Each Member, upon the execution of this Agreement, shall contribute to the capital of the Company the amount set forth on Exhibit A attached hereto opposite such Member's name, and shall receive therefor the Interest in the Company set forth on Exhibit A.

SECTION 3.2. Additional Capital Contributions. If the Members determine that additional capital is required for Company purposes, the existing Members shall make additional contributions to the Company pro rata based on their respective Company Interests in an aggregate amount equal to the additional capital required. In the event any Member fails to make the required additional contributions, then the Interests of the Members will be adjusted in order to fairly reflect a contributing Member's additional capital contribution based on the relative capital contributions of the Members immediately after such additional capital contribution.

SECTION 3.3. Limited Liability of Members. No Member shall have any personal liability for any debts or losses of the Company beyond its Interest, except as provided by law. No Member shall be liable, responsible or accountable in damages or otherwise to the Company or any other Member for any acts performed in good faith and reasonably believed by the Member to be within the scope of this Agreement, unless such act or failure to act is attributable to gross negligence, malfeasance, fraud or breach of a provision of this Agreement. No Member shall be personally liable to restore any deficit in such Member's Capital Account.

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Other than as provided in Section 3.2 and as may be required under the Act, no Member shall be liable for any debts or losses of capital or profits of the Company or be required to contribute or lend funds to the Company. The Company (but not any Member) shall indemnify and hold harmless each Member for any loss, damage, liability, cost or expense (including reasonable attorneys' fees) arising out of any act or failure to act by the Member, if such act or failure to act is in good faith reasonably believed by the Member to be within the scope of this Agreement and is not attributable to gross negligence, malfeasance, fraud or breach of a provision of this Agreement. This indemnification shall not extend to the income tax consequences resulting to a Member from his participation in the Company.

SECTION 3.4. Maintenance of Capital Accounts; Withdrawals; Additional Contributions; Interest. Individual Capital Accounts shall be maintained for each of the Members. No Member shall be entitled to withdraw any part of his Capital Account or to receive any Distribution or to make any capital contribution except as expressly provided herein. No Member shall be entitled to receive any interest on his contributions to the capital of the Company or with respect to his Capital Account except as expressly provided herein.

SECTION 3.5. Percentage Interests. Whenever it shall be necessary for voting or other purposes herein specified to determine the Interest of one or more Members in the Company relative to a group of Members or to all Members, that interest shall be determined based on the ratio of such Member's Capital Contributions to the aggregate Capital Contributions of all Members. The initial interests of the Members shall be as set forth on Exhibit A attached hereto. Percentage Interests shall be adjusted and Exhibit A shall be amended by the Members from time to time as may be required to reflect any purchases, sales, withdrawals, additional capital contributions, transfers or other events resulting in a change in Company Interests.

SECTION 3.6. Additional Members. Additional Members may be admitted from time to time upon terms approved by all of the Members.

ARTICLE IV

MANAGEMENT OF THE COMPANY

SECTION 4.1. Execution of Company Contracts. All contracts and agreements undertaken by the Company, and any other documents, instruments, certificates and filings shall be executed by any Managing Member or such person or entity as may be empowered by this Agreement or designated in writing by the Managing Members to execute any contract, agreement, document, instrument, certificate or filing, and in such contracts the Company shall be identified as a limited liability company.

SECTION 4.2. Powers and Authority of Members. No Member, by virtue of his status as a Member, shall be a manager of the Company. Initially there shall be only one (1) Managing Member and such individual shall be Andrea Piana. Only the Managing Member

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shall be the authorized agent of the Company for actions in the ordinary course of business. Except where this Agreement otherwise provides, all decisions or actions by the Members shall be taken upon the consent or approval of a majority in Interest of the Members. Subject to the foregoing, the Members shall have full power, authority and duty to do any and all acts and incur such expenses on behalf of the Company as may be necessary or advisable in connection with the conduct of the Company affairs.

SECTION 4.3. Managing Members to Act in Best Interests of Company. In exercising any powers hereunder or otherwise acting for the Company, each Managing Member shall exercise reasonable skill and care and use his best judgment and shall act at all times in what such Managing Member deems to be the best interests of the Company and, in the case of any conflict between the best interests of the Member and the best interests of the Company, the Managing Member shall not, any other provisions hereof to the contrary notwithstanding, act in a manner inconsistent with the best interests of the Company or inconsistent with this Agreement. Further, subject to the preceding sentence, the Managing Member shall not be liable, responsible or accountable in damages or otherwise to the Company or any other Member for any acts performed or omitted by it in good faith and within the scope of this Agreement. More specifically, but without limiting the generality of the preceding sentence, no Managing Member shall be liable for good faith mistakes of judgment or for losses due to such mistakes or the good faith mistakes of judgment or losses due to such mistakes of any employee, broker or other agent of the Company. Each Managing Member shall, however, be liable for his actions to the extent they are attributable to gross negligence, willful misconduct and(or) fraud.

SECTION 4.4. Limitations on Powers of Managing Members. No Managing Member shall have authority to:

- (a) Do any act in contravention of the Articles, this Agreement or the Act;
- (b) Do any act which would make it impossible to carry on the ordinary business of the Company;
- (c) Possess Company property, or assign, transfer or pledge the rights of the Company in specific Company property for other than a Company purpose or the benefit of the Company, or commingle the funds of the Company with the funds of any other person;
- (d) Admit a person as a Member of the Company except as provided in this Agreement;
- (e) Permit the Company to redeem or repurchase Company Interests except as may otherwise be provided in this Agreement;
- (f) Take any action which would cause the Company to be treated as other than a partnership for federal income tax purposes; or

(g) Without the consent of a majority in Interest of the Members, (i) sell any assets of the Company outside the ordinary course of business; (ii) cause the Company to incur indebtedness except for trade payables and other obligations incurred in the ordinary course of business; or (iii) cause or permit any mortgage, lien or other encumbrance to be placed upon any assets of the Company.

SECTION 4.5. Other Business of Members. Except as specifically provided to the contrary in any separate written agreement with the Company, any Member may engage independently or with others in other business ventures of any kind, render advice or services of any kind to other investors or ventures, or make or manage other investments or ventures. Neither the Company nor any Member shall have any right by virtue of this Agreement or the relationship created hereby in or to such other ventures or activities or to the income or proceeds derived therefrom, and the pursuit of such ventures, even if competitive with the business of the Company, shall not be deemed wrongful or improper.

SECTION 4.6. Limited Indemnification of Members. The Company herewith indemnifies and holds harmless the Managing Members from any and all loss, damage, liability, or expense incurred by them at any time by reason of or arising out of any act performed by them on behalf of the Company or in furtherance of the interest of the Company, except for liability for breach of fiduciary duty, gross negligence, willful malfeasance, or fraud; provided, that the satisfaction of any indemnification and any holding harmless shall be from and limited to Company assets and no Member shall have any personal liability on account thereof. This indemnification shall not extend to the income tax consequences resulting to a Member from his participation in the Company.

SECTION 4.7. Maintenance of Tax Status. The Members shall use their best efforts and take all appropriate action to cause the Company to be classified, for federal income tax purposes, as a partnership and to maintain the Company's valid existence as a partnership for tax purposes.

ARTICLE V

ALLOCATIONS AND DISTRIBUTIONS

SECTION 5.1. Allocation of Income and Losses. Income and Losses for each calendar year, or fraction thereof, as the case may be, shall be allocated to the Members in accordance with their Interests in the Company, in the percentages set forth opposite their name on Exhibit A attached hereto, or as revised in accordance with this Agreement.

SECTION 5.2. Distributions of Cash Flow. Subject to the determination and discretion of the Members, Cash Flow shall be paid to the Members not less frequently than annually, in accordance with their Interests as described in Section 5.1 above.

SECTION 5.3. Distributions and Payments Upon Termination and Winding Up. In the event of the termination and winding up of the Company, the assets of the Company (after any allocations and distributions pursuant to Sections 5.1 and 5.2 hereof) shall be applied and distributed in the following priorities:

- (a) First, to the discharge of debts and obligations of the Company, including loans from Members;
- (b) Second, to fund reserves for contingent liabilities;
- (c) Third, to the Members in accordance with their Interests.

ARTICLE VI

DISSOLUTION OF THE COMPANY

SECTION 6.1. Dissolution of the Company. The Company shall be dissolved upon the happening of any of the following events, whichever shall first occur:

- (a) the death, dissolution, adjudication of incapacity, voluntary filing or involuntary adjudication of bankruptcy, or the liquidation, receivership or assignment for the benefit of creditors of a Member, or other event of withdrawal under the Act, unless there is at least one remaining Member and the business of the Company is continued by the written consent of a majority in Interest of the remaining Members within ninety (90) days after notice of such event, and shall be effective as of the date of such event;
- (b) upon the written agreement of a majority in Interest of the Members; or
- (c) the expiration of the term of the Company as provided in Section 2.5 hereof.

SECTION 6.2. Winding Up and Liquidation.

- (a) Upon the dissolution of the Company, its assets shall be sold and liquidated, and its affairs shall be wound up as soon as practicable thereafter by the Members. In winding up the Company and liquidating the assets thereof, the Members, or any person designated by the Members for such purpose, may arrange for the collection and disbursement to the Members of any future receipts from the Company property or other sums to which the Company may be entitled, or may with the approval of all of the Members sell the Company's assets to any person, including persons related to any of the Members, on such terms and for such consideration as shall be consistent with obtaining the fair market value thereof.

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(b) Upon the dissolution of the Company, the assets, if any, of the Company available for distribution and any Net Proceeds from the liquidation of any such assets, shall be applied and distributed in the following manner or order, to the extent available:

(i) to the payment of or provision for all debts, liabilities, and obligations of the Company to any person (other than Members) and the expenses of liquidation;

(ii) to the payment of all debts and liabilities (including accrued interest) to the Members (except those on account of their Capital Accounts);

(iii) to the payment of liquidating Distributions as provided under Section 5.3 above.

(c) Upon dissolution, a reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to creditors so as to minimize the losses normally attendant to a liquidation.

ARTICLE VII

WITHDRAWAL OF MEMBERS AND TRANSFER OF MEMBERS' INTERESTS

SECTION 7.1. General Restriction. Except with the prior written consent of a majority in Interest of the Members, no Member may voluntarily withdraw from the Company, nor may any Member sell, assign, pledge, hypothecate or otherwise dispose of all or any part of its Interest.

SECTION 7.2. Rights and Liabilities of and Restrictions on Assignee. No person shall be recognized as an assignee of an Interest if such Interest was transferred in violation of this Article VII. No assignee of an Interest in the Company shall have the right to participate in the Company, inspect the books of account of the Company, or exercise any other right of a Member until admitted as a Member by written consent of a majority in Interest of the Members. Notwithstanding the failure of an assignee to be admitted as a Member, a permitted assignee shall be entitled to receive, with respect to the Company Interest validly assigned to it, the allocations and distributive shares of Income, Losses, tax credits, and Distributions otherwise pertaining thereto under this Agreement, and, upon demand, may receive copies of all reports thereafter delivered pursuant to the requirements of this Agreement; provided, the Company shall have first received notice of such assignment and all required consents thereto shall have been obtained and other conditions precedent to transfer thereof, as set forth herein or otherwise required by applicable law, shall have been satisfied. The Company's tax returns shall be prepared to reflect permitted assignees as Members for tax purposes.

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SECTION 7.3. Further Assignment by Assignee. A permitted assignee of any Interest hereunder who does not become a Member and who desires to make a further assignment of such Interest shall be subject to all the provisions of this Article VII to the same extent and in the same manner as any Member desiring to make an assignment of its Interest.

ARTICLE VIII

BOOKS; DEPOSITORY ACCOUNTS; ACCOUNTING REPORTS; ELECTIONS

SECTION 8.1. Books of Account. At all times during the continuance of the Company, the Company shall maintain or cause to be maintained true and full financial records and books of account showing all receipts and expenditures, assets and liabilities, profits and losses, and all other records necessary for recording the Company's business and affairs, including those sufficient to record the allocations and Distributions required by the provisions of this Agreement.

SECTION 8.2. Access to Records; Audit. The books of account, tax returns, reports, records, this Agreement, and all documents and other writings of the Company, including the Articles, shall at all times be kept and maintained at the principal office of the Company, or at such other place or places in Florida as the Members may determine. Each Member or his designated representatives shall, upon reasonable notice to the Company, have access to such financial books, tax returns, reports, records, and documents during reasonable business hours and may inspect and make copies of any of them.

SECTION 8.3. Depository Accounts and Investment of Funds. The Members may open and maintain on behalf of the Company one or more depository accounts at such times and in such depositories as they shall determine, in which all monies received by or on behalf of the Company shall be deposited. All withdrawals from such accounts shall be made upon the signature of such person or persons as the Members may from time to time designate in writing.

SECTION 8.4. Reports.

(a) The Company shall prepare or cause to be prepared, at the end of each year of the Company, annual financial statements showing the financial condition of the Company at the end of such year and the results of its operations for the year then ended, which annual financial statements shall be prepared utilizing the same accounting principles and methods as used to report Company Income or Losses for income tax purposes.

(b) In addition to the financial statements provided for in Section 8.4(a), the Company shall prepare or cause to be prepared:

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(i) income tax returns for the Company and shall timely file them with the appropriate authorities;

(ii) a notice of each Member's share of the Company Income, Losses and tax credits for federal income tax purposes for each year and any other information necessary or desirable for preparation by each Member of such Member's federal and state income tax return.

SECTION 8.5. Tax Accounting Methods; Periods; Elections. The Company shall keep its financial accounting records such accounting methods and conventions as a majority in Interest of the Members may determine. The Company's annual financial accounting and tax accounting period shall be the calendar year, unless another accounting period is required by the Code. A majority in Interest of the Members may cause the Company to make any election allowable to the Company under the Code, including elections under Section 754 of the Code with respect to Company distributions described in Section 734 of the Code and with respect to transfers of Company Interests described in Section 743 of the Code.

ARTICLE IX

MISCELLANEOUS PROVISIONS

SECTION 9.1. Waiver of Provisions. The waiver of compliance at any time with respect to any of the provisions, terms, or conditions of this Agreement shall not be considered a waiver of such provision, term, or condition itself or of any of the other provisions, terms, or conditions hereof or bar its enforcement at any time thereafter.

SECTION 9.2. Interpretation and Construction. This Agreement contains the entire agreement among the Members and any modification or amendment thereto must be in writing signed by each of the Members. Where the context so requires, the masculine shall include the feminine and the neuter and the singular shall include the plural. The headings and captions in this Agreement are inserted for convenience and identification only and are in no way intended to define, limit, or expand the scope or intent of this Agreement or any provision hereof. Unless otherwise specified, the references to Section and Article in this Agreement are to the Sections and Articles of this Agreement.

SECTION 9.3. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties hereto hereby submit to the jurisdiction of the courts of the State of Florida for the adjudication of any matter arising with respect to this Agreement.

SECTION 9.4. Partial Invalidity. In the event that any part or provision of this Agreement shall be determined to be invalid or unenforceable, the remaining parts and

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provisions of this Agreement which can be separated from the invalid, unenforceable provision or provisions shall continue in full force and effect.

SECTION 9.5. Binding on Successors. The terms, conditions, and provisions of this Agreement shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, successors, distributees, legal representatives, and permitted assigns. However, none of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.

SECTION 9.6. Notices and Delivery.

(a) To Members. Any notice to be given hereunder at any time to any Member, or any documents, reports, or returns required by this Agreement to be delivered to any Member, may be delivered personally or mailed to such Member, postage prepaid, addressed to it at the address set forth on Exhibit A or such other address as it shall by notice to the Company have designated as his address for the mailing of all notices hereunder. Any notice, or any document, report, or return so delivered or mailed shall be deemed to have been given or delivered to such Member at the time it is delivered or mailed, as the case may be.

(b) To the Company. Any notice to be given to the Company hereunder may either be delivered personally to each Member or mailed to the Company, by registered or certified mail, postage prepaid, addressed to the Company at its principal office. Any notice so delivered or mailed shall be deemed to have been given to the Company at the time it is delivered or mailed, as the case may be.

SECTION 9.7. Counterparts. This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original, and the several counterparts taken together shall constitute the Agreement of the Members.

SECTION 9.8. Statutory Provisions. Any statutory or regulatory reference in this Agreement shall include a reference to any successor to such statute or regulation and/or revision thereof.

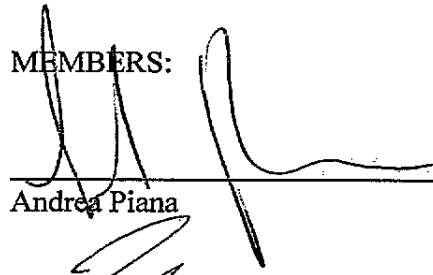
SECTION 9.9. Waiver of Partition. Each party does hereby waive any right to partition or the right to take any other action which might otherwise be available to such party for the purpose of severing its relationship with the Company or its interest in the property held by the Company from the interests of other Members until the end of the term of both this Company and any successor partnership formed pursuant to the terms hereof.

SECTION 9.10. Tax Matters Member; Adequate Disclosure; Consistency. Andrea Piana shall act as the "Tax Matters Partner" as that term is defined in Section 6231 of the Code (referred to hereafter as the "Tax Matters Member").

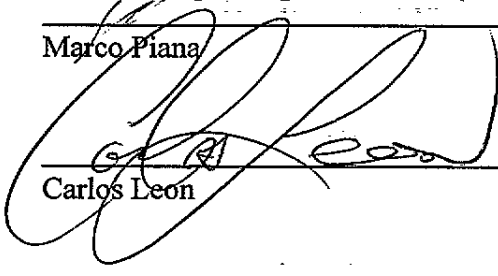
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IN WITNESS WHEREOF, the undersigned have executed this Operating Agreement as of the day and year first above written.

MEMBERS:



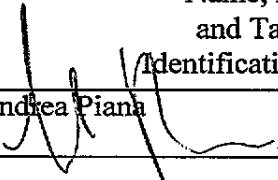
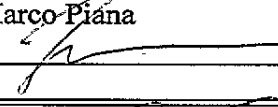
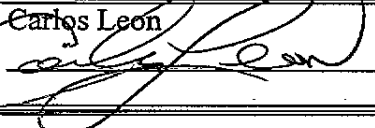
Andrea Piana

Marco Piana

Carlos Leon

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EXHIBIT A
TO
OPERATING AGREEMENT
OF
T-COY LLC

Name, Address and Taxpayer Identification Number	Percentage Interest	Initial Capital Contribution
Andrea Piana 	33.3%	50,000.00
Marco Piana 	33.3%	50,000.00
Carlos Leon 	33.3%	50,000 ⁰⁰ / _{x-}

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**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED**

PURSUANT TO THE PROVISIONS OF SECTION 608.415 Or 608.507, FLORIDA
STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE
FOLLOWING STATEMENT IN DESIGNATING THE REGISTERED
OFFICE/REGISTERED AGENT, IN THE STATE OF FLORIDA.

1. The name Of the limited liability Company is: T-Coy LLC

2. The name and address Of the registered agent and Office is:

Carlos Leon

(NAME)

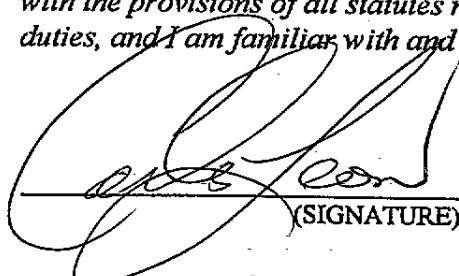
755 East 49th Street, Suite 10

(P. O. BOX NOT ACCEPTABLE)

Hialeah, Florida 33013

(CITY/STATE/ZIP)

*Having been named as registered agent and to accept service of process for the above stated
limited liability company at the place designated in this certificate, 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 relating to the proper and complete performance of my
duties, and I am familiar with and accept the obligations of my position as registered agent.*


(SIGNATURE)

8/18/98
(DATE)

Filing Fee: \$ 35 for Designation of Registered Agent

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 AUG 24 AM 10:11

AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS

The undersigned member or authorized representative of a member of _____

T-Coy LLC

deposes and says:

- 1) the above named limited liability company has at least two members
- 2) the total amount of cash contributed by the member(s) is \$ 150,000.00
- 3) if any, the agreed value of property other than cash contributed by member(s) is \$ 0-
A description of the property is attached and made a part hereto.
- 4) the amount of cash or property anticipated to be contributed by member(s) is \$ 0-
- 5) the total amounts of 2, 3 and 4 is \$ 150,000.00



Signature of a member or authorized representative of a member.

(In accordance with section 608.408(3), Florida Statutes, the execution of this affidavit constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

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