

September 20, 1999

9-28-99

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

CARPERS' L.L.C.

ARTICLE II - Address:

The mailing address and street address of the principal office of the Limited Liability Company is:

**319 JOHN RINGLING BLVD.
ST. ARMANDS CIRCLE
SARASOTA, FLORIDA 34236**

ARTICLE III - Duration:

The period of duration for the Limited Liability Company shall be:

PERPETUAL

ARTICLE IV - Management:

(Check the appropriate box and complete the statement)

☐ The Limited Liability Company 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:

☒ 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:

**MARY BETH CARPER
4600 HAMLETS GROVE
SARASOTA, FLORIDA 34235**

**STEVE C. CARPER
4600 HAMLETS GROVE
SARASOTA, FLORIDA 34235**

ARTICLE V - Admission of Additional Members:

The right, if given, of the members to admit additional members and the terms and conditions of the admissions shall be:

NO ADDITIONAL MEMBERS WILL BE ADMITTED

FILED
99 SEP 24 PM 2:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE VI - Members Rights to Continue Business:

The right, if given, of the remaining members of the limited liability company to continue the business on the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member or the occurrence of any other event which terminates the continued membership of a member in the limited liability company shall be:

**THE REMAINING MEMBER OF CARPERS' L.L.C. WILL HAVE THE
RIGHT TO CONTINUE BUSINESS**

ARTICLE VII - Affidavit of Membership and Contributions

The undersigned member or authorized representative of a member of CARPERS' L.L.C.

certifies:

- 1) the above named limited liability company has at least one member;
- 2) the total amount of cash contributed by the member(s) is \$ 60,000.00 ;
- 3) if any, the agreed value of property other than cash contributed by member(s) is \$ 100,000.00 see below ,
(A description of the property is attached and made a part hereto.); and
- 4) the total amount of cash and property contributed and anticipated to be contributed by member(s) is \$ 160,000.00

Mary Beth Carper
Signature of a member or an 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.)

MARY BETH CARPER

Typed or printed name of signee

Filing Fee: \$250.00 for Articles and Affidavit

50,000.00 inventory
50,000.00 furniture, fixtures

FILED
99 SEP 24 PM 2:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

PURSUANT TO THE PROVISIONS OF SECTION 608.415 or 608.507, FLORIDA
STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE
FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND
REGISTERED AGENT IN THE STATE OF FLORIDA.

CARPERS' L.L.C.

1. The name of the limited liability company is: _____

2. The name and the Florida street address of the registered agent are:

MARY BETH CARPER

NAME

319 JOHN RINGLING BLVD.

Florida street address (P. O. Box NOT ACCEPTABLE)

SARASOTA. FL 34236

CITY, STATE AND ZIP

SECRETARY OF STATE
TALLAHASSEE, FLORIDA
9:21 SEP 24 PM 2:30

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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

Filing Fee: \$ 35 for Designation of Registered Agent

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made this 3rd day of July, 1999, by and between AUSTRICA, INC., a Florida corporation, whose address is 319 John Ringling Boulevard, Sarasota, Florida, (hereinafter "SELLER") and Mary Beth Carper, whose address is 9469 Hunters Creek, Cincinnati, Ohio 45242, (hereinafter "BUYER").

1. **RECITALS:** The nature of the business is operation of retail outlet sales of T.I. DESIGN/HURRICANE RITA merchandise, as well as similar merchandise of other pre-approved, and to be approved, vendors.
2. **ASSETS SOLD:**
 - a. Current inventory with an approximate value (+ or - 5%) of Fifty thousand Dollars and NO/100ths (\$50,000.00).
 - b. All current fixtures, including but not limited to cabinetry, lighting and shelving; the goodwill of the trade name HURRICANE RITA, as well as the right to use the name, logo and all associated rights and privileges as provided and limited by the Licensing Agreement entered between the parties hereto.
 - c. In further consideration of BUYER's purchase herein, SELLER shall sublease to BUYER the premises located at 319 John Ringling Boulevard, St. Armands Circle, Florida, the terms of which are set forth in the sub-lease attached hereto, or if possible, Buyer shall lease said premises directly from the owner of the property M&I Investment Group/IMAR Realty. If the owner allows a new lease between the owner and Buyer, or if the existing sublease between Seller and owner is assigned, then the new lease or assignment will be without recourse to Seller, and this will be acknowledged in writing by owner. If owner does not allow a release of Seller, then Buyer hereby agrees not to modify or extend the existing sublease without either Seller's consent or Seller being released from liability.
3. **SALES PRICE AND METHOD OF PAYMENT:** The sale price to be paid by BUYER shall be ONE HUNDRED THOUSAND DOLLARS AND NO/100THS (\$100,000.00). Said sales prices shall be paid as follows:
 - a. Down-Payment/Non-Refundable Deposit, in the form of cash or cashier's check to SELLER in the sum of TEN THOUSAND DOLLARS AND NO 100/THS (\$10,000.00). Said sum shall be due upon execution of this Agreement, and under no circumstances is refundable to Buyer.
 - b. Payment, in the form of cash or cashier's check to SELLER in the sum of NINETY THOUSAND DOLLARS AND NO/100THS (\$90,000.00) due at the time of closing.

FILED
SEP 24 PM 2:31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA