

City of Fort Lauderdale
700 NW 19th Avenue
Ft. Lauderdale, FL 33311
(954) 828-5195

Business Tax Application

<input checked="" type="checkbox"/> New Business
<input type="checkbox"/> Change of Address
<input type="checkbox"/> Change of Ownership
<input type="checkbox"/> Change of Name
<input type="checkbox"/> Other

<u>Office Use Only</u>
Business ID# _____
Business# _____

Date _____

Business Name or DBA (fictitious name) _____

Corporation Name CYCLE-PARTY FORT LAUDERDALE, LLC.

Business Address 1339 SW 22nd Terr. Miami, FL 33145

Mailing Address (if different) _____

Business Phone 786-258-8832 Fax or email: 786-206-3476

Federal Tax ID# 90-0824015

Form of Business: Corporation Partnership Individual

Note: Partnerships and Corporations must provide name(s) and addresses of partners and/or corporate officers and registered agent.

Name/ Title: Joerg - Michael Maerting - CEO

Address: 11679 NE 18th Dr. North Miami, FL 33181

Driver License # H635-433-49-014-0 State: FL DOB 01-14-49

Phone: 786-210-6626 Email Address Michael@cycle-party.com

Name/ Title: Aileen A. Brousseau - President

Address: 11679 NE 18th Dr. North Miami, FL 33181

Driver License # B620-001-53-668-0 State: FL DOB 05-06-53

Phone: 786-210-6626 Email Address aileenbrousseau@gmail.com

use back of sheet if necessary

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CYCLE - PARTY FORT LAUDERDALE, LLC

is 100% owned by

CYCLE - PARTY USA, LLC

Aileen A. Brousseau + Joerg-Michael Haerting

jointly own Cycle-Party USA, LLC.

Business Category and Operation

Type of Business / Products/ Services offered (circle all that apply)

Retail/Wholesale Secondhand Hotel/Motel Apartments Social Service Office Only Professional
Contractor Restaurant Nightclub Entertainment Cocktail Lounge/ Bar Home Based Business
Services Adult Use Video Rental Doctor Office Clinic Other (be specific) _____

Group cycle tours

NOTE: For the following business categories a separate or supplemental application is required:
Charitable, Solicitors, Street Vendors, Clairvoyance or Fortunetelling, After Hours (liquor), Sidewalk Café,
Rental Cars, Taxicabs, State Licensed Professionals

NOTE: ALL BUSINESS OPERATIONS MUST BE CONDUCTED WITHIN A COMPLETELY ENCLOSED
BUILDING UNLESS OTHERWISE PERMITTED. NO OUTDOOR MUSIC, ENTERTAINMENT,
DISPLAY, SALE, DINING, ETC. WITHOUT PRIOR APPROVAL.

Type of Product/ Services/ Businesses Offered (in detail) _____

Cycle - Party Fort Lauderdale, LLC. will conduct
tours for groups of up to 15 persons cycling together
on one quadracycle. That quadracycle will be
steered by a company driver. The guests only pedal.

All Business Categories (answer below)

1. Hours of Operation: 8:00 AM to 2:00 AM weekends

2. Approximate Total Square Footage: N/A to 10 PM daily weeks

Dining _____ Office _____ Storage _____

Entertainment area _____ Home Office Space _____ Other _____

3. Will you be sharing space with another business? Y N If yes, Business Name: _____

4. Number of Employees: 2 in addition to owners to start out.

5. Will there be alcoholic beverages sold or permitted to be consumed on premises? Y / N

If yes, Alcohol Series: _____

NOTE: All businesses involved in the sale of alcoholic beverages must follow regulations of City Ordinance, Chapter 5.

6. Will this business feature, promote, depict, allow, or display any type of nudity? Y / N

If yes, explain: _____

NOTE: May be subject to the regulations of City Ordinances, Chapter 5 and 47-18.2 (Adult Uses) and any other applicable ordinances.

7. Will this business sell, rent, or display any sexually oriented material (including but not limited to signage, videos, periodicals, or sexual novelties or paraphernalia)? Y / N

If yes, explain: _____

NOTE: May be subject to the regulations of City Ordinance 47-18.2. (Adult Uses) and any other applicable ordinances

8. Will there be any type of entertainment offered (including but not limited to a live band, disc jockey, dancing, recorded music, performer, or any form of entertainment)? Y / N

If yes, explain: _____

NOTE: Outdoor entertainment is prohibited except in the Special Entertainment Overlay District. Indoor entertainment is subject to the regulations of City Ordinance Chapter 17, Noise Control and Chapter 5, Section 5-34, Hours for music and entertainment.

9. Do you have coin or token operated vending machines or ATM machines? Y / N

If yes, detail quantities and types: _____

10. Will you practice clairvoyance, fortune telling, mind reading, faith healing, divine healing, astrology, or Phrenology, or are you acting as a medium at this location? Y N

NOTE: *If yes, must file a sworn application as outlined in City Ordinance 15-50*

11. Will there be outdoor storage of any kind? Y N

NOTE: *Outdoor storage is only permitted as an accessory use in certain zoning districts. If permitted, all storage must meet the requirements of City Ordinance 47-19.9.*

12. Will the business be involved in the sale, rental or advertising of motor vehicles or scooters? Y N

13. Will the business own and/or operate any trucks or motor vehicles in conjunction with the business for delivery, merchandise selling, service, etc? Y N

If yes, Location they will be stored or parked: _____

14. State License #: _____ Agency: _____

Type: _____ Expires: _____

15. Federal License #: _____ Agency: _____

Type: _____ Expires: _____

16. Is there or will there be signage for this business? Y N
(This includes new lettering or a new copy on an existing sign structure)

If Yes, Permit # _____

17. Has there been or will there be any interior/ exterior alterations made? Y N

If yes, Permit #'(s) _____

18. Was a certificate of Occupancy issued for these renovations? Y N (If yes, attach copy)

19. What type of business previously operated at this property? _____

20. Will there be any Valet Parking Service or Off-Site parking? Y N

If yes, include a site plan and documents showing valet staging plan, operations plan, traffic flow, vehicle ramping, agreement(s) for off-site vehicle storage (parking), insurance, and staffing. Applicant must meet the requirements of the City Code Section 47-20.4 and 47-20.16 and any other applicable City codes or State Statutes. Plans must be approved by the Director of Parking and Fleet Services (or designee) prior to business tax being issued.

Retail / Wholesale / Video Rental (answer below)

1. Retail Sales Y / N If yes, Value of Merchandise: _____
2. Wholesale Sales Y / N If yes, Value of Merchandise: _____
3. Description of Merchandise (detailed): _____

4. Will merchandise consist of any sexually oriented material? (as defined in CO 47-18.2) Y / N
If yes, describe: _____ *N/A*

If you answered YES to question 4, then answer the following:

5. What percentage of the gross income will be from the sale or rental of sexually oriented material? _____ %
6. What percentage of inventory publicly displayed to customers will be sexually oriented material? _____ %
7. What percentage of the net floor area will be for the display of sexually oriented material? _____ %
8. What percentage of shelf areas or display areas will be for sexually oriented material? _____ %
9. What percentage of inventory or display will be sexual devices? _____ %
10. Will any display of sexually oriented material be accessible to minors? Y / N

PHYSICAL INSPECTIONS CAN BE MADE TO VERIFY THIS INFORMATION AND CONFORMANCE WITH CITY ORDINANCE

Apartment/ Motel/ Hotel/ Lodging/ Social Service Facility (answer below)

N/A

1. Do you offer living accommodations to: (circle one) General Public Special Group
How many units? (designate whether apartment, motel, hotel, lodging or housing units) _____
How many residents per unit? _____
How many residents per bedroom? _____
2. Do you offer any provisions for food, transportation, hygiene care, on or off-premise counseling, or similar personal or therapeutic care? Y / N
If yes, explain: _____
3. Will there be 24-hour on site staff? Y / N If yes, how many? _____

4. Do you dispense medications (whether prescribed by your business or not) Y / N
5. Do you have on-site medical personnel or does medical personnel visit your establishment? Y / N
6. Will there be coin operated laundry facilities (washers & dryers) Y / N

How many of each? _____

7. What is the maximum length of stay? _____
8. What is the minimum length of stay? _____

Home Based Business (answer below)

N/A

1. Is the business being carried out by the occupants of the residence? Y / N
(must provide proof of residency)
2. Total Square Footage of residence: _____ Square Footage to be occupied by business: _____

RESTRICTIONS:

- There cannot be any external evidence of the business such as display, use or storage of any goods, materials, or equipment or exterior advertising or signage of any type or nature, which is visible from the exterior of the residence.
- There can not be products or services sold or offered for sale from the residential dwelling.
- The business shall not occupy more than ¼ of the area of one (1) floor of the principal structure thereof, nor can such business be carried out in any accessory structure.
- No traffic shall be generated by the conduct of such home business by anyone other than those persons residing on the premises (NO customers and NO employees permitted)
- No equipment or manufacturing process shall be used in such home business which create noise, vibration, glare, fumes, or odor, which is detectable from the exterior of the residential dwelling in which the home occupation is being conducted.

VIOLATIONS OF ANY OF THESE PROVISIONS COULD RESULT IN THE ISSUANCE OF A CITATION OR PRESENTATION OF YOUR CASE BEFORE THE SPECIAL MAGISTRATE

Restaurant / Cocktail Lounge / Bar / Nightclub (answer below)

N/A

1. Will there be entertainment offered indoors or outdoors? Y / N

Explain: _____

NOTE: Entertainment is only permitted indoors unless site plan approval provides for outdoor entertainment. All entertainment must be in compliance with City Ordinance, Chapter 17, Noise Control. Pursuant to Section 5-34, ALL entertainment must be in a soundproofed room after 11 p.m.

2. Will there be any outdoor seating area? Y / N

If yes, will the seating be on private or public property? _____

NOTE: Any outdoor seating must be approved on a site plan by Planning and Zoning.

3. Does the establishment have an approved dumpster enclosure including a raised concrete slab, a drain, and cleaning water facilities? Y / N

4. Will the food be prepared on premises? Y / N

Medical Office / Doctors Office / Clinic (answer below)

N/A

1. Is your office affiliated with a hospital or hospice facility in Broward County? Y / N

If yes, which one: _____

What is the affiliation? _____

2. Do you dispense medication from your location? Y / N

If yes, Name of dispensing Doctor: _____

State License # _____ Type: _____

DEA# _____

3. Is the primary purpose of the business to prescribe or dispense pain medication identified in Schedules II, III and IV of the Florida Statutes 893.03, 893.035, or 893.0355? Y / N

4. Do you advertise or portray yourself to the public as providing pain management services or pain Medication? Y / N

5. Are you registered with the State of Florida as a Pain Clinic? Y / N

I HEREBY DECLARE that all information provided in this application is true and correct and, further, understand that providing false or misleading information on this application may result in being denied, or the loss thereof, of any Business Tax receipts, permits, or approvals issued by the City of Fort Lauderdale, which were based upon information provided in this application. I further agree that if there are any subsequent changes in the operation of my business from what is stated in this application, that I will file a new application and seek prior approval from the City of Fort Lauderdale for any such changes. Failure to obtain the necessary approval will result in the loss of any previous Business Tax receipt, permits, or approvals issued by the City of Fort Lauderdale that were based on this initial application. I further understand that the issuance of a Business Tax receipt is contingent on compliance with all building and zoning ordinances of the City of Fort Lauderdale and that compliance must be maintained. Such compliance includes but is not limited to hiring a licensed contractor to obtain permits for any signage, alterations, or renovations to the property, parking requirements, and compliance with the City's noise control ordinance. I authorize the City to conduct a safety inspection of the proposed business location to verify such compliance. I further acknowledge that certain businesses require that I provide proof of insurance to the City annually and that my Business Tax will not be renewed if I fail to provide such proof of insurance.

Please note that an inspection may be required of the premises by the Building and Fire Department. You will be required to comply any violations prior to a Business Tax being issued.

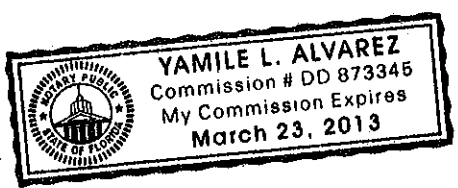
Business Owner/Applicant Signature

[Signature]
Joerg-Michael Haerting
Print Name

STATE OF FLORIDA: Miami-Dade
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 26th day of JULY 2012,
by Joerg-Michael Haerting, as _____, of _____ a

_____. Who are personally known to me or have produced
FL Drivers License as identification.
(SEAL)



[Signature]
Notary Public, State of Florida (Signature
of Notary taking Acknowledgment)
Yamile L. Alvarez

Name of Notary Typed, Printed or Stamped

My Commission Expires: 3/23/13

Commission Number: _____



CERTIFICATE OF LIABILITY INSURANCE

CYCLE-3

OP ID: M9

DATE (MM/DD/YYYY)

04/30/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd # 130 P.O. Box 5727 Ft. Lauderdale, FL 33310-5727 Philip Joseph Knapp, AAJ, AIAM	954-776-2222 954-776-4446	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Cycle PartyUSA LLC Cycle Party Hollywood, LLC 1339 SW 22nd Terrace Miami, FL 33145	INSURER A: Hermitage Ins. Company		18376
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			BINDER	04/27/12	04/27/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			WC STATUTORY LIMITS \$ OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Operations of the Insured: Sightseeing tours of the City of Hollywood using a multi-passenger bicycle.

CERTIFICATE HOLDER**CANCELLATION**

PROOF OF INSURANCE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael J. Kelly

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Florida Sunshine State

DRIVER LICENSE CLASS E
H635-433-49-011-0

JORG MICHAEL
HAERTING

11678 NE 15TH DRIVE
MIRAGE MIAMI BEACH FL 33137
DOB: 08/11/1989
SEX: M
HAIR: BRN
EYES: BRN
EXPIRES: 08/31/2012



JORG MICHAEL
HAERTING

Operation of a motor vehicle without consent to buy solely for required by law.



Florida *The Sunshine State*
DRIVER LICENSE CLASS E
H635-103-86-022-0

CHRISTOPHER COSTELLO
HAERTING
117 NE 1 ST AVE APT 703
MIAMI, FL 33132-0000
DOB: 01-22-1986 SEX: M
ISSUED: 05-01-2009 HEIGHT: 5'8"
HAIR: BRN EYES: BRN
EXPIRES: 01-22-2014

Christopher Haerting
ORGAN DONOR

Operation of a motor vehicle constitutes consent to any sobriety test required by law.

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L12000049329
FILED 8:00 AM
April 11, 2012
Sec. Of State
jbryan

Article I

The name of the Limited Liability Company is:
CYCLE-PARTY FORT LAUDERDALE, LLC

Article II

The street address of the principal office of the Limited Liability Company is:
1339 SW 22ND TERRACE
MIAMI, FL. US 33145

The mailing address of the Limited Liability Company is:
1339 SW 22ND TERRACE
MIAMI, FL. US 33145

Article III

The purpose for which this Limited Liability Company is organized is:
ANY AND ALL LAWFUL BUSINESS.

Article IV

The name and Florida street address of the registered agent is:
CHRISTOPHER C HAERTING
1339 SW 22ND TERRACE
MIAMI, FL. 33145

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.

Registered Agent Signature: CHRISTOPHER C. HAERTING

Article V

The name and address of managing members/managers are:

Title: MGRM
CYCLE-PARTY USA, LLC
1339 SW 22ND TERRACE
MIAMI, FL. 33145 US

L12000049329
FILED 8:00 AM
April 11, 2012
Sec. Of State
jbryan

Signature of member or an authorized representative of a member

Electronic Signature: SHEILA DANG, LEGALZOOM.COM, INC.

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

Cycle-Party Fort Lauderdale, LLC

Operating Agreement

A. THIS OPERATING AGREEMENT of Cycle-Party Fort Lauderdale, LLC (the “Company”) is entered into as of the date set forth on the signature page hereto by each of the persons named in Exhibit A hereto (referred to individually as a Member and collectively as the Members).

B. The Members have formed a limited liability company under the Florida Limited Liability Company Act. The articles of organization of the Company filed with the Florida Department of State are hereby adopted and approved by the Members.

C. The Members enter into this agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

NOW THEREFORE, the Members agree as follows:

ARTICLE 1: DEFINITIONS

Capitalized terms used in this agreement have the meanings specified in this Article or elsewhere in this agreement and when not so defined shall have the meanings set forth in the Florida Limited Liability Company Act.

“Capital Contribution” means the amount of cash, property or services contributed to the Company.

“Company” means Cycle-Party Fort Lauderdale, LLC, a Florida limited liability company.

“Member” means a Person who acquires Membership Interests, as permitted under this agreement, and who becomes or remains a Member.

“Membership Interests” means either Percentage Interest or Units, based on how ownership in the Company is expressed on Exhibit A.

“Percentage Interest” means a percent ownership in the Company entitling the holder to an economic and voting interest in the Company.

“Person” means an individual, partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

Florida law). Any Member may bind the Company in all matters in the ordinary course of business.

4.2 Banking. The Members are authorized to set up one or more bank accounts and are authorized to execute any banking resolutions provided by the institution where the accounts are being set up. All funds of the Company shall be deposited in one or more accounts with one or more recognized financial institutions in the name of the Company.

4.3 Officers. The Members are authorized to appoint one or more officers from time to time. The officers shall hold office until their successors are chosen and qualified. Subject to any employment agreement entered into between the officer and the Company, an officer shall serve at the pleasure of the Members. The current officers of the Company are listed on Exhibit B.

ARTICLE 5: ACCOUNTS AND ACCOUNTING

5.1 Accounts. Complete books of account of the Company's business, in which each Company transaction shall be fully and accurately entered, shall be kept at the Company's principal executive office and shall be open to inspection and copying on reasonable notice by any Member or their authorized representatives during normal business hours for purposes reasonably related to the interest of such person as a Member. The costs of such inspection and copying shall be borne by the Member.

5.2 Records. At all times during the term of existence of the Company, and beyond that term if the Members deems it necessary, the Members shall keep or cause to be kept the following:

- (a) A current list of the full name and last known business or residence address of each Member, together with the Capital Contribution, the amount and terms of any agreed upon future Capital Contribution, and Membership Interest of each Member;
- (b) A copy of the articles of organization and any amendments;
- (c) Copies of the Company's federal, state, and local income tax or information returns and reports, if any, for the three most recent taxable years; and
- (d) An original executed copy or counterparts of this agreement and any amendments.

5.3 Income Tax Returns. Within 45 days after the end of each taxable year, the Company shall use its best efforts to send to each of the Members all information necessary for the Members to complete their federal and state income tax or information returns and a copy of the Company's federal, state, and local income tax or information returns for such year.

“Unit” means a unit of ownership in the Company entitling the Member holding such Unit to an economic interest and a voting interest in the Company.

ARTICLE 2: CAPITAL AND CAPITAL CONTRIBUTIONS

2.1 Initial Capital Contributions and Membership Interests. The Capital Contributions of the initial Members, as well as the Membership Interests of each Member, are listed in Exhibit A, which is made part of this agreement. Membership Interests in the Company may be expressed either in Units or directly in Percentage Interests.

2.2 Subsequent Contributions. No Member shall be obligated to make additional capital contributions unless unanimously agreed by all the Members.

2.3 Capital Accounts. Individual capital accounts may be maintained for each Member consisting of that Member’s Capital Contribution, (1) increased by that Member’s share of profits, (2) decreased by that Member’s share of losses and company expenses, (3) decreased by that Member’s distributions and (4) adjusted as required in accordance with applicable tax laws.

2.4 Interest. No interest shall be paid on Capital Contributions or on the balance of a Member’s capital account.

2.5 Limited Liability. A Member shall not be bound by, or be personally liable for, the expenses, liabilities, or obligations of the company except as otherwise provided in this agreement or as required by law.

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 Allocations. The profits and losses of the Company and all items of Company income, gain, loss, deduction, or credit shall be allocated, for Company book purposes and for tax purposes, pro rata in proportion to relative Membership Interests held by each Member.

3.2 Distributions. The Company shall have the right to make distributions of cash and property to the Members pro rata based on the relative Membership Interests. The timing and amount of distributions shall be determined by the Members in accordance with Florida law. No distribution may be made if, after the distribution, the Company would be insolvent.

ARTICLE 4: MANAGEMENT

4.1 Management. The business of the Company shall be managed by the Members. In the event of a dispute between Members, final determination shall be made by a vote of the majority of the Members (unless a greater percentage is required in this Agreement or under

5.4 Tax Matters Member. Joerg-Michael Haerting shall act as tax matters member of the Company to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities and to expend Company funds for professional services and costs associated therewith.

ARTICLE 6: MEMBERSHIP--MEETINGS, VOTING

6.1 Members and Voting Rights. Members shall have the right and power to vote on all matters with respect to which this agreement or Florida law requires or permits such Member action. Voting shall be based on Membership Interests. Unless otherwise stated in this Agreement or under Florida law, the vote of the Members holding a majority of the Membership Interests shall be required to approve or carry an action.

6.2 Meetings. Regular or annual meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company.

In any instance in which the approval of the Members is required under this agreement, such approval may be obtained in any manner permitted by Florida law, including by conference telephone or similar communications equipment. In addition, any action which could be taken at a meeting can be approved without a meeting and without notice if a consent in writing, stating the action to be taken, is signed by the holders of the minimum Membership Interest needed to approve the action but in no event by a vote of less than a majority in interest of the Members that would be necessary to authorize taking such action at a meeting. Within ten (10) days after obtaining such authorization by written consent, notice must be given to the Members who have not consented in writing or who are not entitled to vote on the action.

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 Withdrawal. A Member may withdraw from the Company prior to the dissolution and winding up of the Company with the unanimous consent of the other Members, or if such Member transfers or assigns all of his or her Membership Interests pursuant to Section 7.2 below. A Member which withdraws pursuant to this Section 7.1 shall be entitled to a distribution in an amount equal to such Member's Capital Account.

7.2 Restrictions on Transfer. A Member may transfer Membership Interests to any other Person without the consent of any other Member. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A person which acquires Membership Interests in accordance with this section shall be admitted as a Member of the Company after the person has agreed to be bound by the terms of this Operating Agreement by executing a consent in the form of Exhibit C.

ARTICLE 8: DISSOLUTION AND WINDING UP

8.1 Dissolution. The Company shall be dissolved upon the first to occur of the following events:

(a) The vote of Members holding all of the outstanding Membership Interests to dissolve the Company.

(b) Entry of a decree of judicial dissolution under 608.441(3) of the Florida Limited Liability Company Act.

(c) At any time there are no Members, provided that the Company is not dissolved and is not required to be wound up if, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and to the admission of the legal representative of such Member or its nominee or designee to the Company as a Member, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member.

8.2 No automatic dissolution upon certain events. Neither the death, incapacity, disassociation, bankruptcy or withdrawal of a Member shall automatically cause a dissolution of the Company.

ARTICLE 9: INDEMNIFICATION

9.1 Indemnification. The Company shall have the power to indemnify any Person who was or is a party, or who is threatened to be made a party, to any proceeding by reason of the fact that such Person was or is a Member, Manager, officer, employee, or other agent of the Company, or was or is serving at the request of the Company as a director, manager, officer, employee, or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by such Person in connection with such proceeding, if such Person acted in good faith and in a manner that such Person reasonably believed to be in the best interests of the Company, and, in the case of a criminal proceeding, such Person had no reasonable cause to believe that the Person's conduct was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Person did not act in good faith and in a manner that such Person reasonably believed to be in the best interests of the Company, or that the Person had reasonable cause to believe that the Person's conduct was unlawful.

To the extent that an agent of the Company has been successful on the merits in defense of any proceeding, or in defense of any claim, issue, or matter in any such proceeding, the agent shall be indemnified against expenses actually and reasonably incurred in connection with the

proceeding. In all other cases, indemnification shall be provided by the Company only if authorized in the specific case unanimously by all of the Members.

“Proceeding,” as used in this section, means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative.

9.2 Expenses. Expenses of each Person indemnified under this agreement actually and reasonably incurred in connection with the defense or settlement of a proceeding may be paid by the Company in advance of the final disposition of such proceeding, as authorized by the Members who are not seeking indemnification upon receipt of an undertaking by such Person to repay such amount unless it shall ultimately be determined that such Person is entitled to be indemnified by the Company.

“Expenses,” as used in this section, includes, without limitation, attorney fees and expenses of establishing a right to indemnification, if any, under this section.

ARTICLE 10: GENERAL PROVISIONS

10.1 Entire Agreement; Amendment. This agreement constitutes the whole and entire agreement of the parties with respect to the subject matter of this agreement, and it shall not be modified or amended in any respect except by a written instrument executed by all of the Members. This agreement replaces and supersedes all prior written and oral agreements by and among the Members.

10.2 Governing Law; Severability. This agreement shall be construed and enforced in accordance with the internal laws of the State of Florida. If any provision of this agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this agreement shall remain in effect.


10.3 Benefit. This agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

10.4 Number and Gender. Whenever used in this agreement, the singular shall include the plural and the plural shall include the singular, and the neuter gender shall include the male and female as well as a trust, firm, company, or corporation, all as the context and meaning of this agreement may require.

10.5 No Third Party Beneficiary. This agreement is made solely for the benefit of the parties to this agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this agreement.

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Operating Agreement as of the date below.

Dated: April 23, 2012



Cycle-Party USA, LLC.

EXHIBIT A

MEMBERS

The following persons are the initial Members of the Company, and their initial capital contributions and ownership is set forth below.

<u>Name</u>	<u>Capital Contribution (\$)</u>	<u>Percentage Interest</u>
Cycle-Party USA, LLC.	\$0.00	100%

OFFICERS

The following person(s) are elected as officers of the Company:

<u>Name of Officer</u>	<u>Title</u>
Aileen A. Brousseau	President
Joerg-Michael Haerting	Chief Executive Officer