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SECRETARY OF STATE
TALLAHASSEE FLORIDA

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: JJR Investments, LLC
(Name of Limited Liability Company)

The enclosed member, managing member or manager resignation and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Maureen A. Ryan, Esq.
(Contact Person)

Brican America, LLC
(Firm/Company)

5301 Blue Lagoon Drive, Suite 520
(Address)

Miami FL 33126
(City/State and Zip Code)

For further information concerning this matter, please call:

Maureen A. Ryan, Esq. at (786) 388-6995
(Name of Contact Person) (Area Code & Daytime Telephone Number)

Enclosed please find a check made payable to the Florida Department of State for:

\$25 Filing Fee

\$55 Filing Fee &
Certified Copy

STREET/COURIER ADDRESS:
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314



FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

**RESIGNATION OF MEMBER, MANAGING MEMBER OR MANAGER
FROM FLORIDA OR FOREIGN LIMITED LIABILITY COMPANY**

1. The name of the limited liability company as it appears on the records of the Florida Department of State is: JJR Investments, LLC

2. This limited liability company was organized under the laws of:
Florida

3. The Florida document/registration number of this limited liability company is:
L06000071650

4. I, Raymond Briscoe, hereby resign as a Manager/Member
(Print Name of Person Resigning) *(Print Title)*

of this limited liability company and affirm the limited liability company has been notified of my resignation in writing.

SEE ATTACHED

Signature of Resigning Member, Managing Member or Manager

Filing Fee: \$25.00 (Required)
Certified Copy: \$30.00 (Optional)

FILED
08 NOV -7 AM 8:07
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ASSIGNMENT OF MEMBERSHIP INTEREST AND RESIGNATION

THIS ASSIGNMENT OF MEMBERSHIP INTEREST AND RESIGNATION (the "Assignment") is made as of this 15th day of October, 2008 by and between **Raymond Briscoe** ("Assignor") and **JJR Investments, LLC**, a Florida limited liability company ("Assignee" or the "Company").

RECITALS

A. Assignor owns and holds a 33.33% membership interest (the "Membership Interest") in the Company.

B. Assignor has agreed to withdraw as a Member and to assign the Membership Interest to Assignee upon terms as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals; Definitions. The foregoing recitals are true, correct and complete and are incorporated by reference. All capitalized terms used herein shall have the meaning ascribed to them in the Operating Agreement of the Company (the "Operating Agreement") unless otherwise defined herein.

2. Assignment. Assignor hereby withdraws as a Member and sells, assigns, transfers and conveys to the Assignee, her successors and assigns, all of Assignor's right, title and interest in and to the Membership Interest, together with the Assignor's Capital Account and all proceeds, distributions (cash or otherwise), profits and other compensation in respect of the Membership Interest whether now or hereafter due and owing.

3. Representations and Warranties. Assignor hereby makes the following representations and warranties to Assignee:

- a) Assignor is the owner and holder of the Membership Interest and all rights relative thereto and has not assigned his voting rights, or contracted or agreed to sell, granted any options to purchase or right of first refusal or otherwise agreed to convey any of his rights with respect to the Membership Interest.
- b) The Membership Interest is free and clear of all liens and encumbrances.
- c) Assignor has made no loans to the Company that remain outstanding.
- d) This Assignment constitutes a valid and legally binding obligation of Assignor, enforceable against him in accordance with its terms.
- e) Assignor shall continue to be bound by the obligations in Section 12.1 of the Operating Agreement.

These representations and warranties shall survive this Assignment.

4. Waiver. Assignor forever disclaims and hereby waives any and all claims or demands it may have against the Company or Assignee, including but not limited to demands for distributions, a return of Capital Contributions or unreturned capital.

5. Indemnification. Assignor agrees to indemnify and hold Assignee harmless from any and claims, damages and other liability relative to or arising as a result of its Membership Interest and/or the management of the Company by Assignor for the time period prior to the date hereof. Assignee agrees to indemnify and hold Assignor harmless from any and claims, damages and other liability relative to the Company from and after the date hereof.

6. Resignation. Assignor hereby resigns as Manager of the Company effective as of the date hereof.

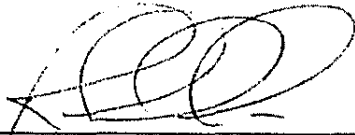
7. Bank Accounts. Assignor shall take all necessary action to withdraw as a signatory on any Company bank accounts.

8. Further Assurances. Assignor covenants and agrees with Assignee that it shall, upon request of Assignee, execute and/or deliver and/or cause to be made, done, executed and/or delivered all such further and lawful act, deeds, things, devices, agreements, instruments, amendments and assurances whatsoever for the better or more perfect and absolute performance of the terms, conditions and provisions of this Assignment.

9. Successors and Assigns. This Assignment shall inure to the benefit of, and be binding on, the parties hereto and their respective heirs, personal representatives successors and assigns.

IN WITNESS WHEREOF, this Assignment has been executed as of the date set forth above.

ASSIGNOR




Raymond Briscoe


Date: OCTOBER 15, 2008

ASSIGNEE

JJR Investments, LLC

By: 
Jeff Vincens
Managing Member

Date: OCTOBER 15, 2008

By: 
Jacques Le Macon
Managing Member

Date: OCTOBER 15, 2008

MEMBER CONSENT TO WITHDRAWAL

The undersigned, being the remaining Members of the Company, hereby consent to the foregoing member withdrawal and the corresponding transfer of the Membership Interest to the Company.



Jeff Vincens



Jacques LeMacon

Date: OCT, 15 , 2008

Date: 10/15 , 2008