

A07000000710

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

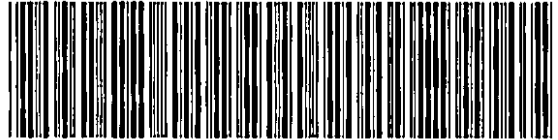
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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R. WHITE
APR 20 2020

2020 16 10 00

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: CARPE DIEM INSURANCE II, LLLP

Name of Florida Limited Partnership or Limited Liability Limited Partnership

The enclosed Certificate of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

EARL M. BARKER, JR.

Contact Person

EARL M. BARKER, JR., P.A.

Firm/Company

5000 SAWGRASS VILLAGE CIRCLE, SUITE 5

Address

PONTE VEDRA BEACH, FLORIDA 32082

City, State and Zip Code

EMBARKER@EMBARKERLAW.COM

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

EARL M. BARKER, JR.

at (904)

667-3200

Name of Contact Person

Area Code and Daytime Telephone Number

Enclosed is a check for the following amount:

☒ \$52.50 Filing Fee

☐ \$61.25 Filing Fee
and Certificate of
Status

☐ \$105.00 Filing Fee
and Certified Copy

☐ \$113.75 Filing Fee,
Certified Copy, and
Certificate of Status

Mailing Address:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Registration Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

EARL M. BARKER, JR., P.A.

ATTORNEY AT LAW

5000 SAWGRASS VILLAGE CIRCLE
SUITE 5
PONTE VEDRA BEACH, FLORIDA 32082-5042
TELEPHONE (904) 667-3200

April 14, 2020

Division of Corporations
Post Office Box 6327
Tallahassee, Florida 32314

Re: Carpe Diem Insurance II, LLLP
Reference Number A07000000710
Our File No.: 3329.001

Gentlemen:

Thank you for your letter of April 2, 2020, signed by Catherine M. Wood, Regulatory Specialist II. Your letter number is 520A00007162. Your original correspondence is attached.

The attached Amendment to Certificate of Limited Liability Limited Partnership for Carpe Diem Insurance II, LLLP, was submitted with the signature of William C. Webb, Jr., in accordance with Fla. Stat. §620.1204(1)(c). Mr. Webb is the person designated as General Partner under §620.1801(1)(c), following the dissociation of the Limited Partnership's last General Partner. Accordingly, it is properly submitted for filing and I respectfully request that you reconsider the position taken by your letter of April 2, 2020.

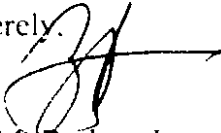
Christopher A. Morson was the sole General Partner of Carpe Diem Insurance II, LLLP. He was removed and dissociated involuntarily as General Partner on or about June 24, 2019. All of the Partners agreed to continue the business with Mr. Webb as its General Partner, pursuant to an Amendment to the Partnership Agreement, a copy of which is attached for your information, but not for filing.

Mr. Morson does not agree with his removal and dissociation and refuses to sign documents; however, the Florida Revised Uniform Limited Partnership Act in Fla. Stat. §620.1204(1)(c), anticipated that a removed general partner might be uncooperative in or unable to sign an amendment and, therefore, requires only signature by the succeeding general partner to validate an amendment in those circumstances.

Division of Corporations
April 14, 2020
Page 2

Please file the enclosed Amendment so that the Partnership might validly continue its existence.

Sincerely,

A handwritten signature in black ink, appearing to be "Earl M. Barker, Jr.", with a long horizontal stroke extending to the right.

Earl M. Barker, Jr.

EMB:jpb
Enclosures



FLORIDA DEPARTMENT OF STATE
Division of Corporations

2020/04/16 11:4:53

April 2, 2020

EARL M BARKER
5000 SAWGRASS VILLAGE CIR STE 5
PONTE VEDRA BEACH, FL 32082

SUBJECT: CARPE DIEM INSURANCE II, LLLP
Ref. Number: A07000000710

We have received your document for CARPE DIEM INSURANCE II, LLLP and your check(s) totaling \$52.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

The document must be signed by a current general partner, if any, and by each newly designated general partner(s).

The document must be signed by the dissociating general partner unless the document states the general partner is deceased or a guardian or general conservator has been appointed or the general partner previously filed a Statement of Dissociation with the Florida Department of State.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Catherine M Wood
Regulatory Specialist II

Letter Number: 520A00007162

**AMENDMENT TO CERTIFICATE OF
LIMITED LIABILITY LIMITED PARTNERSHIP
FOR CARPE DIEM INSURANCE II, LLLP,⁸A
FLORIDA LIMITED LIABILITY LIMITED PARTNERSHIP**

18 JUL 5:03

THIS AMENDMENT to the Certificate of Limited Liability Limited Partnership for Carpe Diem Insurance II, LLLP, a Florida limited liability partnership (the "Partnership") dated March 10, 2020, executed pursuant to Florida Statutes, Section 620.1204(1)(c) by WILLIAM C. WEBB, JR.,

W I T N E S S E T H:

WHEREAS, the Partnership was formed and its Certificate of Limited Liability Limited Partnership was filed by the Secretary of State of the State of Florida on or about May 21, 2007, under File No. A0700000710 by Christopher A. Morson as its General Partner; and

WHEREAS, pursuant to the Partnership Agreement of the Partnership, as amended, Christopher A. Morson was removed as General Partner and dissociated from the Partnership as its General Partner as authorized by Florida Statutes Section 620.1603(2), effective on or about June 24, 2019; and

WHEREAS, after his removal and dissociation as General Partner, the transferable interest in the Partnership held by the said Christopher A. Morson immediately before his dissociation is owned by him as a mere transferee in accordance with Florida Statutes Section 620.1605(3) and the Partnership Agreement of the Partnership; and

WHEREAS, pursuant to Florida Statutes Section 620.1801(1)(c) and the Partnership Agreement of the Partnership, all remaining partners in the Partnership consented to continue the activities of the Partnership and admitted and appointed William C. Webb, Jr. as its General Partner; and

WHEREAS, Florida Statute Section 620.1204(1)(c) authorizes execution and delivery of this Amendment by William C. Webb, Jr. as the General Partner admitted as a General Partner under and pursuant to Florida Statutes Section 620.1801(1)(c) following the dissociation of the last General Partner of the Partnership; now, therefore,

The Certificate of Limited Liability Limited Partnership of Carpe Diem Insurance II, LLLP, a Florida limited liability limited partnership is hereby amended to provide as follows:

1. The name and address of the General Partner is:

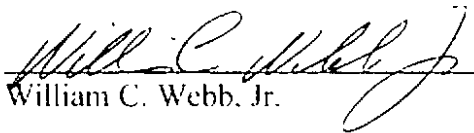
William C. Webb, Jr.
2761 NW 29th Avenue
Hollywood, Florida 33020

2. The Resident Agent and the registered office of the Partnership are hereby designated to be:

Earl M. Barker, Jr.
Earl M. Barker, Jr., P.A.
5000 Sawgrass Village Circle, Suite 5
Ponte Vedra Beach, Florida 32082


3. This Amendment is effective on the date the same is filed by Secretary of State of the State of Florida.

IN WITNESS WHEREOF, these presents are executed this 10th day of March, 2020.

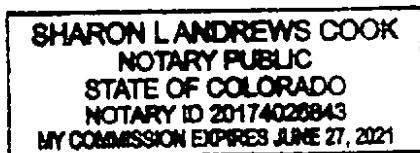

William C. Webb, Jr.

STATE OF Colorado
COUNTY OF Pitkin

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10th day of March, 2020, by William C. Webb, Jr., who is personally known to me or who has produced a Florida Driver's License as identification.


Notary Public; State of Colorado

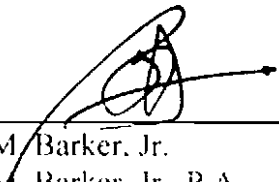
(Seal)



ACCEPTANCE OF APPOINTMENT AS RESIDENT AGENT

I, the undersigned, EARL M. BARKER, JR., hereby accept appointment as registered agent for the Partnership 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 obligation of my position as registered agent.

Dated this th12 day of March, 2020.



Earl M. Barker, Jr.
Earl M. Barker, Jr., P.A.
5000 Sawgrass Village Circle, Suite 5
Ponte Vedra Beach, Florida 32082

**SECOND AMENDMENT TO THE AGREEMENT
OF LIMITED PARTNERSHIP OF
CARPE DIEM INSURANCE II, LLLP,
A FLORIDA LIMITED LIABILITY PARTNERSHIP**

THIS SECOND AMENDMENT TO THE AGREEMENT OF LIMITED PARTNERSHIP OF CARPE DIEM INSURANCE II, LLLP, A FLORIDA LIMITED LIABILITY PARTNERSHIP is executed and delivered for the purpose of amending the Agreement of Limited Partnership ("Original Partnership Agreement") of Carpe Diem Insurance II, LLLP, dated May 21, 2007 (the "Partnership") as amended by the Amendment to the Agreement of Limited Partnership of Carpe Diem Insurance II, L.L.P. dated February 4, 2019 (as amended, the "Partnership Agreement").

W I T N E S S E T H:

WHEREAS, all capitalized terms in this Second Amendment shall have the meanings defined in the Partnership Agreement, except as otherwise specifically provided herein; and

WHEREAS, the Partnership, the General Partner, and all the Limited Partners are parties to the Partnership Agreement; and

WHEREAS, the Partners who have signed this Agreement wish to modify the Partnership Agreement as hereinafter provided; now therefore,

The undersigned adopt the following Amendments to the Partnership Agreement, to wit:

1. **Amendment**. A new paragraph is hereby inserted on page 17 of the Original Partnership Agreement immediately prior to the words "Duties and Obligations of General Partner" as follows:

Removal and Replacement of a General Partner. A General Partner may be removed, dissociated, and replaced by Partners holding a majority of the percentage Interests in the Partnership by written notice (the "Removal Notice") that satisfies the requirements of this Section.

- (a) A Removal Notice may be executed in one or more materially identical counterparts and is effective on the date the Removal Notice or a counterpart thereof is signed by the Partner whose signature establishes the requisite majority of Percentage Interests for the Removal Notice to be effective. The Removal Notice shall designate a new General Partner (the "Substitute General Partner"), who shall sign the Removal Notice or a counterpart thereof, to serve as General Partner under this Partnership Agreement.
- (b) The Removal Notice, together with an amendment to the Certificate of Limited Partnership reflecting dissociation of the General Partner and designation of the Substitute General

Partner, shall be transmitted to the former General Partner by certified mail addressed to the former General Partner at the Principal Address and the Mailing Address of the Partnership as recorded in the Office of the Secretary of State of the State of Florida on the date of transmittal. No later than ten (10) days after the date the Removal Notice is transmitted, the General Partner who is removed and dissociated, as required by Florida Statutes, Section 620.1605(2), shall sign an amendment to the Certificate of Limited Partnership stating that the General Partner is dissociated from the Partnership and, within ten (10) days thereafter shall deliver or cause the same to be delivered to the Substitute General Partner for filing. If the requirements of this sub-section (b) are not satisfied the same may be specifically enforced in arbitration or in equity in such manner as may be allowed by law.

- (c) Upon transmittal of the Removal Notice, the authority of the removed and dissociated General Partner is revoked, the removed and dissociated General Partner shall deliver all property, books, accounts and records of the Partnership maintained or held by him to the Substitute General Partner, and any transferable interest owned by the removed and dissociated General Partner in the Partnership in the person's capacity as a general partner immediately before dissociation shall be owned by the person as a transferee as provided in Florida Statutes, Section 620.1605(3), retaining the same interest in Profits, Losses, Other Items, and Partnership Distributions in the capacity of a transferee as the removed and dissociated General Partner held prior to transmittal of the Removal Notice.
- (d) Removal and dissociation of a General Partner and appointment of a Substitute General Partner as provided in this Section shall not constitute a Liquidating Event under the provisions of the Partnership Agreement commencing on page 33 following the words "Dissolution and Winding Up." The Substitute General Partner shall forthwith be entitled to and shall take possession of all property of the Partnership and the removed and dissociated General Partner shall not be authorized to retain the same or to take any action on behalf of the Partnership.

2. All terms, provisions and conditions of the Partnership Agreement as heretofore amended, except as modified by this Second Amendment, are hereby ratified and shall continue in full force and effect.

Dated as to each Partner's execution as hereinafter provided.

Christopher Morson
GENERAL PARTNER

Date: _____

William C. Webb, Jr.
LIMITED PARTNER

Date: _____

Richard C. Mills
LIMITED PARTNER

Date: _____

CRAWFORD LIVING TRUST

By: _____
Paulette D. Mills
LIMITED PARTNER

Date: _____

THE PLAIN ROAD, LLC
A Florida Limited Liability Company

By: _____
Mark Kutner, Managing Member
LIMITED PARTNER

Date: _____

Cindy Mill
LIMITED PARTNER

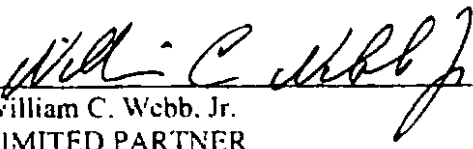
Date: 6-14-19

CINDY MILL

Dated as to each Partner's execution as hereinafter provided.

Christopher Morson
GENERAL PARTNER

Date: _____



William C. Webb, Jr.
LIMITED PARTNER

Date: 6-12-19

Richard C. Mills
LIMITED PARTNER

Date: _____

CRAWFORD LIVING TRUST

By: _____
Paulette D. Mills
LIMITED PARTNER

Date: _____

THE PLAIN ROAD, LLC
A Florida Limited Liability Company

By: _____
Mark Kutner, Managing Member
LIMITED PARTNER

Date: _____

Cindy Mill
LIMITED PARTNER

Date: _____


Dated as to each Partner's execution as hereinafter provided.

Christopher Morson
GENERAL PARTNER

Date: _____

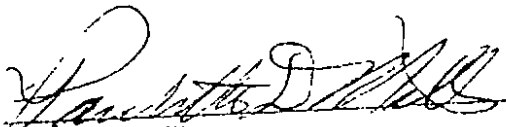
William C. Webb, Jr.
LIMITED PARTNER

Date: _____



Richard C. Mills
LIMITED PARTNER

Date: June 13, 2019



Paulette D. Mills
LIMITED PARTNER

Date: 06/13/19

THE PLAIN ROAD, LLC
A Florida Limited Liability Company

By: _____
Mark Kutner, Managing Member
LIMITED PARTNER

Date: _____

Cindy Mill
LIMITED PARTNER

Date: _____

Dated as to each Partner's execution as hereinafter provided.

Christopher Morson
GENERAL PARTNER

Date: _____

William C. Webb, Jr.
LIMITED PARTNER

Date: _____

Richard C. Mills
LIMITED PARTNER

Date: _____

CRAWFORD LIVING TRUST

By: _____
Paulette D. Mills
LIMITED PARTNER

Date: _____

THE PLAIN ROAD, LLC *L/LP*
A Florida Limited Liability Company

By: *Mark Kutner*
Mark Kutner, Managing Member
LIMITED PARTNER

Date: *6-24-19*

Cindy Mill
LIMITED PARTNER

Date: _____