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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED
09 AUG 10 AM 9:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

B. KOHR

AUG 12 2009

EXAMINER

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: The Sunrise Group LLC
Name of Limited Liability Company

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

Please return all correspondence concerning this matter to the following:

Scott E Weeks
Name of Person
The Sunrise Group LLC
Firm/Company
816 Executive Dr
Address
Oviedo, FL 32765
City/State and Zip Code
Sweeks@advantage-ins.com
E-mail address: (to be used for future annual report notification)

FILED
09 AUG 10 AM 9:19
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

For further information concerning this matter, please call:

Scott Weeks at (386) 734-7283
Name of Person Area Code & Daytime Telephone Number

Enclosed is a check for the following amount:

- ☒ \$25.00 Filing Fee
☐ \$30.00 Filing Fee & Certificate of Status
☐ \$55.00 Filing Fee & Certified Copy (additional copy is enclosed)
☐ \$60.00 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed)

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

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

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF**

THE SUNRISE GROUP LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

6/29/2000

The Articles of Organization for this Limited Liability Company were filed on 7/11/2006 and assigned Florida document number LC00000007732.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

The new name must be distinguishable and end with the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

Scott E Weeks

New Registered Office Address:

206 N Woodland Blvd
Enter Florida street address

Deland

City

Florida

32720

Zip Code

New Registered Agent's Signature, if changing Registered Agent:

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 relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

[Signature]
If Changing Registered Agent, Signature of New Registered Agent

If amending the Managers or Managing Members on our records, enter the title, name, and address of each Manager or Managing Member being added or removed from our records:

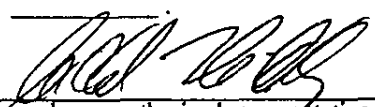
MGR = Manager

MGRM = Managing Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
MGRM	John E Atkins	816 Executive Dr Oviedo, FL 32765	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
MGRM	Barbara J Atkins	816 Executive Dr Oviedo, FL 32765	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
MGRM	CFL Insurance Agencies, LLC	206 N Woodland Blvd Deland, FL 32720	<input type="checkbox"/> Add <input type="checkbox"/> Remove
_____	_____	_____	<input type="checkbox"/> Add <input type="checkbox"/> Remove
_____	_____	_____	<input type="checkbox"/> Add <input type="checkbox"/> Remove
_____	_____	_____	<input type="checkbox"/> Add <input type="checkbox"/> Remove

D. If amending any other information, enter change(s) here: (Attach additional sheets, if necessary.)

Dated _____,



Signature of a member or authorized representative of a member

Michael T McCarthy

Typed or printed name of signee

SCHEDULE 3.02.1 (V)

ASSIGNMENT OF LLC MEMBERSHIP INTEREST AND WITHDRAWAL AS MEMBER (in connection with sale of business)

THIS ASSIGNMENT OF LLC MEMBERSHIP INTEREST AND WITHDRAWAL AS MEMBER (this "Assignment"), is made on June 29, 2009 by and between John E. Atkins and Barbara J. Atkins, as tenants by the entireties, (the "Assignor"), and CFL Insurance Agencies, LLC, a Florida Limited Liability Company (the "Assignee").

PREAMBLE

WHEREAS, the Assignor is the owner of a Membership Interest (the "Membership Interest") in The Sunrise Group LLC, a Florida limited liability company (the "Company");

WHEREAS, the Company is governed by the provisions of the Amended & Restated Operating Agreement dated effective July 11, 2006, (the "Operating Agreement");

WHEREAS, the Company and the Members of the Company have entered into an agreement whereby all of the Members have agreed to sell their Membership Interests in the Company to the Assignee as a means of selling the Company as a going business concern by means of a Purchase & Sales Agreement dated June 29, 2009 (the "Sales Agreement"); and,

WHEREAS, the Assignor desires by this Assignment to withdraw as a Member of the Company and to assign to the Assignee the Assignor's entire Membership Interest in the Company, and the Assignee desires by this Assignment to accept the same;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the payment by the Assignee to the Assignor of the sum of \$900,000.00, [subject to adjustment as provided in the Sales Agreement, the terms and provisions of which are hereby adopted and incorporated herein by reference] and for other good and valuable consideration, the receipt and adequacy of which are acknowledged by each party, the parties agree as follows:

1. ASSIGNMENT.

Effective as of June 29, 2009 (the "Effective Date"), the Assignor withdraws as a Member of the Company and assigns to the Assignee and the Assignee accepts and assumes from the Assignor (a) the Membership Interest (so that from and after the Effective Date, and until any other or further assignment made in accordance with the provisions of the Operating Agreement, the Assignor shall have no further Membership Interest and the Assignee shall have the Assignor's entire Membership Interest), and (b) any and all right, title, and interest which the Assignor has under the provisions of the Operating Agreement, or in and to any of the Company's assets, with respect to the Membership Interest so assigned.

2. REPRESENTATIONS.

2.1. *By Assignor.* To induce the Assignee to accept the delivery of this Assignment, in addition to the representations and warranties made by the Assignor in the Sales Agreement, the Assignor hereby covenants, represents and warrants the following to the Assignee that, on the date hereof and at the time of such delivery:

2.1.1. The Assignor is the sole legal and beneficial owner of the Membership Interest. The Assignor has not sold, transferred, or encumbered any or all of the Membership Interest. Subject to the provisions of the Operating Agreement, the Assignor has the full and sufficient right at law and in equity to transfer and assign the Membership Interest, and is transferring and assigning the Membership Interest to the Assignee free and clear of any and all right, title, or interest of any other person whatsoever.

2.1.2. The Assignor has been given no notice of any default by the Assignor in performing its obligations under the provisions of the Operating Agreement and, to the best of the Assignor's knowledge, information, and belief, the Assignor is not in default in performing those obligations.

2.1.3. The required consent of all other members, if any, of the Company to this Assignment has been obtained.

2.1.4. The Operating Agreement and all amendments thereto has been furnished to the Assignee.

2.1.5. If the Company is taxed under Sub-Chapter S of the Internal Revenue Code, Assignor represents that the Assignor's adjusted capital account balance in the Company as of the Effective Date is \$ _____.

2.2. *By Assignee.* The Assignee covenants, warrants, and represents to the Company, the Assignor and the Manager(s) of the Company (a) that: the Membership Interest is being acquired for investment for the Assignee's own account and not with a view to offering it for sale or otherwise to distributing it, after or in connection with such assignment to the Assignee; (b) the Assignee has read the Operating Agreement and agrees to be bound by the Operating Agreement, [including, but not limited to, the appointment of the Manager as the attorney-in-fact for the Members]; and (c) to the best of its knowledge and belief, the Assignee and/or the Assignee's representatives, agents and/or advisors (i) have received and/or been given access to all of the books, records and documents containing information regarding the Company and its business, affairs and financial condition, and (ii) otherwise have had such access as they and all of them desire to, and full and fair disclosure of, all material information regarding (A) the transaction to be consummated under the Sales Agreement and this Assignment and (B) the Company and the Assignor.

2.3. *By Each Party.* Each party represents and warrants to the other party, that:

2.3.1 Each party agrees that the assignment and sale of the Membership

Interest does not constitute the sale or purchase of "a security" or "securities" under any federal or state securities or investor protection law and that the sale and purchase of the membership Interests is made as a result of the election of the seller and the buyer to sell and to purchase the Membership Interests rather than the authorize the Company to sell the assets of the Company to the assignee, as was originally contemplated by the parties.

2.3.2 Each party is duly authorized to execute and deliver this Assignment, and to perform such party's obligations under this Assignment and the Sales Agreement.

3. *INDEMNIFICATION.*

3.1. *Assignor.* The Assignor shall defend, indemnify, and hold harmless the Assignee from and against and from any and all liability, claim of liability, or expense arising out of any failure of the Assignor's representations contained in Section 2 to be true and complete in all material respects.

3.2. *By Assignee.* The Assignee shall defend, indemnify, and hold harmless the Assignor against and from any and all liability, claim of liability, or expense arising out of any failure of the Assignee's representations contained in Section 2 to be true and complete in all material respects.

4. *CONSENT OF OTHER MEMBERS.* [Reserved as not applicable]

5. *NOTICES.* Any notice, demand, consent, approval, request, or other communication or document to be provided hereunder to a party hereto shall be (a) in writing, and (b) deemed to have been provided (i) forty-eight (48) hours after being sent as certified or registered mail in the United States mail, postage prepaid, return receipt requested, to the address of the party set forth in this Assignment or to any other address in the United States of America as the party may designate from time to time by notice to the other party, or (ii) upon being given by hand or other actual delivery to the party.

6. *MISCELLANEOUS.*

6.1. *Effectiveness.* This Assignment shall become effective on and only on its execution and delivery by each party.

6.2. *Complete understanding.* Subject to the provisions of the Operating Agreement and the Sales Agreement, this Assignment represents the complete understanding between the parties as to the subject matter hereof, and supersedes all prior negotiations, representations, guarantees, warranties, promises, statements, or agreements, either written or oral, between the parties hereto as to the same.

6.3. *Amendment.* This Assignment may be amended by and only by an instrument executed and delivered by each party.

6.4. *Waiver.* No party shall be deemed to have waived any right which it holds hereunder unless the waiver is made expressly and in writing (and, without limiting the generality

of the foregoing, no delay or omission by any party in exercising any such right shall be deemed a waiver of its future exercise). No waiver shall be deemed a waiver as to any other instance or any other right.

6.5. *Applicable law.* All questions concerning the construction, validity, and interpretation of this Assignment and the performance of the obligations imposed hereby shall be governed by the laws the State of Florida without respect to principles of choice or conflicts of law.

6.6. *Headings.* The headings of the Sections, subsections, paragraphs, and subparagraphs hereof are provided herein for and only for convenience of reference, and shall not be considered in construing their contents.

6.7. *Construction.* As used herein, (a) the term "person" means a natural person, a trustee, a corporation, a partnership, and any other form of legal entity; and (b) all reference made (i) in the neuter, masculine, or feminine gender shall be deemed to have been made in all genders, (ii) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, and (iii) to any Section, subsection, paragraph, or subparagraph shall, unless therein expressly indicated to the contrary, be deemed to have been made to such Section, subsection, paragraph, or subparagraph of this Assignment. Words or phrases used herein and not defined herein shall have the same meaning as contained in the Operating Agreement or, if not defined therein, in Chapter 608, Florida Statutes.

6.8. *Assignment.* This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns hereunder.

6.9. *Severability.* No determination by any court, governmental body, or otherwise that any provision of this Assignment or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other provision thereof or (b) that provision in any circumstance not controlled by the determination. Each such provision shall be valid and enforceable to the fullest extent allowed by and shall be construed wherever possible as being consistent with, applicable law.

6.10. *Further Assurances.* The parties shall cooperate with each other and shall execute and deliver, or cause to be delivered, all other instruments and shall take all other actions, as either party hereto may reasonably request from time to time in order to effectuate the provisions hereof.

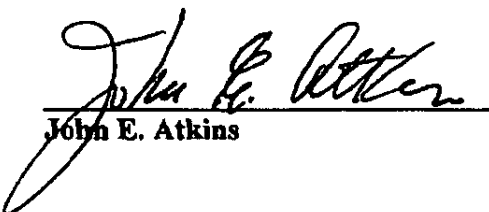
6.11. *Assumption and indemnification.* From and after the Effective Date, the Assignee shall (a) be bound by the provisions of the Operating Agreement, as if the Assignee were a party thereto and a Member of the Company, and (b) indemnify the Assignor and Company against any expense incurred by it in connection with the Assignee's admission and substitution as a Member (including, by way of example rather than of limitation, any expense incurred in preparing and filing for record any amendment of the Operating Agreement or the Company's Articles of Organization, and any other instrument, if necessitated by the admission and substitution.

6.12 *Enforcement* In the event it becomes necessary for Assignor or Assignee to enforce this Agreement and/or and schedule attached hereto by legal action, the parties hereto agree that jurisdiction and venue of such action shall lie exclusively with the state courts of Florida, located in and for Orange County, Florida or in the United States District Court for the Middle District of Florida, Orlando Division, and the parties hereto specifically waive any other venue. The prevailing party in any such enforcement action shall be entitled to recover all costs, expenses and reasonable attorneys' fees and costs at the trial level and at any appellate proceeding.

ASSIGNOR AND ASSIGNEE ACKNOWLEDGE THAT THEY HAVE CAREFULLY READ THIS AGREEMENT, WERE AFFORDED SUFFICIENT OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF THEIR CHOICE AND TO ASK QUESTIONS AND RECEIVE SATISFACTORY ANSWERS REGARDING THIS AGREEMENT, UNDERSTANDS THEIR RESPECTIVE RIGHTS AND OBLIGATIONS UNDER IT, AND HAVE SIGNED IT OF THEIR OWN FREE WILL AND VOLITION.

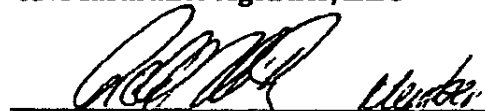
IN WITNESS WHEREOF, each party hereto has executed this Assignment or caused it to be executed on its behalf by its duly authorized representatives, on the day and year first above written.

ASSIGNOR:


John E. Atkins

ASSIGNEE:

CFL Insurance Agencies, LLC


Michael T. McCarthy, Member

And


Barbara J. Atkins

As Tenants By The Entireties