

LO1000007374

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

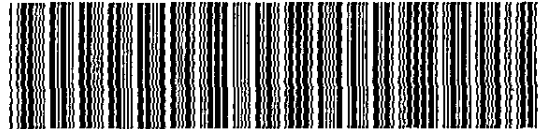
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Name	
Availability	
Document Examiner	DOC
Updater	DOC
Updater Verifier	DOC
Acknowledgement	DOC
W. P. Verifier	DOC



400061347594

11/15/05 -01004--020 **25.00

FILED
2005 NOV 15 P 3:18
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: SANIBEL ONE REALTY, 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:

BRENDA R. ROGUSKA
(Name of Person)

SANIBEL ONE REALTY, LLC
(Firm/Company)

1633 PERIWINKLE WAY, SUITE G
(Address)

SANIBEL FL 33957
(City/State and Zip Code)

For further information concerning this matter, please call:

BRENDA R. ROGUSKA at (239) 395-2610
(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

FILED
2015 MAY 15 P 3:18
TALLAHASSEE, FL
CLERK OF CIRCUIT COURT

ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF

SANIBEL ONE REALTY, LLC

(Present Name)
(A Florida Limited Liability Company)

FIRST: The Articles of Organization were filed on 05/07/2001 and assigned document number 101000007374.

SECOND: This amendment is submitted to amend the following:

MEMBERSHIP INTEREST -

DELETE MEMBER "BRENT M. BUCKLEY"

(SEE ATTACHED REDEMPTION AGREEMENT)

Dated 9 November, 2005

Brenda R. Roguska

Signature of a member or authorized representative of a member

BRENDA R. ROGUSKA

Typed or printed name of signee

Filing Fee: \$25.00

2005 NOV 15 P 3:18
TALLAHASSEE
SECRETARY OF STATE

FILED

REDEMPTION AGREEMENT

THIS REDEMPTION AGREEMENT (the "Agreement"), is made this 29th day of September 2005 by and between BRENT M. BUCKLEY (the "Member"), and SANIBEL ONE, LLC, a Florida limited liability company (hereinafter referred to as the "Company").

WITNESSETH THAT:

Member is the owner of a fifty percent (50%) Membership Interest (the "Interest") in the Company;

Member and the Company desire that the Company redeem all of the Interest.

NOW, THEREFORE, in consideration of the mutual promises of the parties and the other good and valuable consideration provided for herein, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. REDEMPTION.

Effective as of September 30th, 2005 (the "Effective Date") the Company redeems from Member (a) the Interest (so that from and after the Effective Date, and Member shall have no remaining Interest and (b) any and all right, title, and interest that Member has under the applicable law, or in and to any of the Company's assets, with respect to the Interest.

2. PURCHASE PRICE.

The Company shall pay Member the sum of THIRTEEN THOUSAND FIVE HUNDRED THIRTY THREE Dollars AND SEVENTY FIVE CENTS (\$13,533.75) for the Interest. Said Purchase Price shall be paid to Member by certified check or wire transfer on the Effective Date.

3. REPRESENTATIONS.

3.1. By Member. To induce the Company to redeem the Interest, Member hereby represents and warrants to the Company that, on the date hereof and at the time of such redemption;

3.1.1. Member is the sole legal and beneficial owner of the Interest. The Member has not sold, transferred, or encumbered any or all of the Interest. Member has the full and sufficient right at law and in equity to transfer and assign the Interest, and is transferring and assigning the Interest to the Company free and clear of any and all right, title, or interest of any other person whatsoever.

3.1.2. The required consent of any member in the Company to this Agreement has been obtained.

3.2. By Each Party. Each party represents and warrants to the other that he/it has duly authorized to execute and deliver this Agreement, and to perform his/its obligations under this Agreement.

4. INDEMNIFICATION.

4.1. Member. Member shall defend, indemnify, and hold harmless the Assignee from and against any and all liability, claim of liability, or expense arising out of any default by Member in performing his obligations occurring under this Agreement before the Effective Date.

4.2. By Company. The Company shall defend, indemnify, and hold harmless Member from and against any and all liability, claim of liability, or expense arising out of: (a) any default by the Company in performing its obligations occurring before the Effective Date, and (b) any and all liability, claim of liability, or expense of the Company arising after the Effective Date. The Company also hereby releases any and all claims the Company has or may have against Member, except to the extent inconsistent with Section 3.1 hereof.

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 Agreement or to any other address in the United States of America as the party may designate from time to time by like notice to the other party, or (ii) upon being given by hand or other actual delivery to the party.

6. DUTIES AND OBLIGATIONS OF PARTIES

6. MISCELLANEOUS.

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

6.2. Complete Understanding. This Agreement and the Settlement Agreement executed concurrently herewith (a copy of which is attached hereto) represent 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 Agreement 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 he/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 Agreement and the performance of the obligations imposed hereby shall be governed by the internal law, not the law of conflicts, of the State of Florida.

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, a limited liability company, 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 Agreement.

6.8. Assignment. This Agreement 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 Agreement 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 circumstances 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.

IN WITNESS WHEREOF, each party hereto has executed and sealed this Agreement the day and year first above written.

SANIBEL ONE, LLC

By: Brenda R. Roguska
BRENDA ROGUSKA, Manager

Brent M. Buckley
BRENT M. BUCKLEY

AGREEMENT

This is an agreement between Buckley King, an Ohio Legal Professional Association (hereinafter, "BUCKLEY KING"), Brent Buckley, an Ohio Resident, (hereinafter "BUCKLEY"), Brenda Roguska, a Florida Resident, (hereinafter "ROGUSKA"), Sanibel One, LLC, a Florida Limited Liability Company, and Sanibel One Realty, LLC, a Florida Limited Liability Company (hereinafter both collectively referred to as "COMPANIES"),

Whereas the parties are desirous to settle certain differences among them, and for the mutual promises and covenants, as well as other good and valuable consideration provided for herein, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. Buckley King hereby agrees that amounts owed it by Companies under its file number 06240 are as of this date reduced by 50%.
2. That there are no other amounts owed Buckley King by Companies or Roguska.
3. That Companies shall continue to pay Buckley King in periodic amounts until the obligation (as modified by item 1) is paid.
4. Upon completion of payment as noted in Item 3, BUCKLEY will execute all documents necessary to transfer ownership of certain life insurance policies on the life of ROGUSKA to ROGUSKA.

Nothing in this agreement shall be construed to characterize the settlement of these claims as a "forgiveness of indebtedness" as defined for purposes of §61 of the Internal Revenue Code.

This Agreement represents the entire agreement and 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.

All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed hereby shall be governed by the internal law, not the law of conflicts, of the State of Florida.

No determination by any court, governmental body or otherwise that any provision of this Agreement 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 circumstances 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.

The undersigned parties have read and understand this Settlement Agreement and do, by execution of this Agreement, bind themselves to all terms and conditions thereof dated this the 29th day of September, 2005.

9/29/05
[Execution Date]

9/29/05
[Execution Date]

9/30/05
[Execution Date]

9/30/05
[Execution Date]

9/30/05
[Execution Date]

BUCKLEY KING, P.A.
By: Brent M. Buckley, Pres.

Brent M. Buckley
BRENT BUCKLEY

Brenda R. Roguska
BRENDA ROGUSKA

SANIBEL ONE, L.L.C.,
a Florida Limited Liability Company

By: Brenda R. Roguska
Brenda R. Roguska, Member

SANIBEL ONE REALTY, L.L.C.,
a Florida Limited Liability Company

By: Brenda R. Roguska
Brenda R. Roguska, Member

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into as of this 30th day of September, 2005, by and among SANIBEL ONE, LLC, a Florida limited liability company (hereinafter referred to as "Sanibel One"), SANIBEL ONE REALTY LLC, a Florida limited liability company (hereinafter referred to as "Sanibel One Realty"), BRENT M. BUCKLEY (hereinafter referred to as "Buckley"), and BRENDA R. ROGUSKA (hereinafter referred to as "Roguska").

WITNESSETH THAT:

WHEREAS, Buckley and Roguska are the sole members of Sanibel One and Sanibel One Realty;

WHEREAS, Sanibel One and Sanibel One Realty own, among other things, property located at, and being known as, 1633 Periwinkle Way, Suites F, G and H, Sanibel, Florida;

WHEREAS, certain differences have arisen between Buckley and Roguska; and,

WHEREAS, all the parties hereto are desirous of resolving their differences and terminating their business relationships on the terms and conditions as are set forth herein.

NOW, THEREFORE, in consideration of the mutual promises of the parties and the other good and valuable consideration provided for herein, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. At Closing (hereinafter defined), Sanibel One shall redeem all of Buckley's interest in Sanibel One pursuant to the terms of a Redemption Agreement, a copy of which is attached hereto as Exhibit "A".
2. At Closing, Sanibel One Realty shall redeem all of Buckley's interest in Sanibel One Realty pursuant to the terms of a Redemption Agreement, a copy of which is attached hereto as Exhibit "B".

3. At Closing, Sanibel One shall sell and Roguska shall purchase Units G and H from Sanibel One pursuant to the terms of the Purchase Agreement and Warranty Deeds which are attached hereto as Exhibits "C", "D", "E" and "F". Any encumbrances or liens held by Buckley against said Units G and H shall be paid in full at Closing.

4. At Closing, Sanibel One Realty shall sell and Roguska shall purchase Unit F from Sanibel One Realty pursuant to the terms of the Purchase Agreement and Warranty Deed which are attached hereto as Exhibits "G" and "H". Any encumbrances or liens held by Buckley against said Unit F shall be satisfied and paid in full at Closing.

5. At Closing, Sanibel One shall be obligated to pay and the escrow agent designated in the respective Purchase Agreements (Exhibits "C" and "D") is hereby irrevocably instructed to immediately pay to Buckley all of the net sales proceeds from the sale of Units G and H in the total amount of \$13,533.75, in complete redemption and liquidation of Buckley's Membership Interests in Sanibel One pursuant to the terms of the Redemption Agreement (Exhibit "A").

6. At Closing, Sanibel One Realty shall be obligated to pay as the escrow agent designates in the Purchase Agreement (Exhibit "G") is hereby irrevocably instructed to immediately pay to Buckley all of the net sales proceeds from the sale of Unit F in the total amount of \$19,601.91, in complete redemption and liquidation of Buckley's Membership Interest in Sanibel One Realty pursuant to the terms of the Redemption Agreement (Exhibit "B").

7. The transactions contemplated by this Agreement shall be completed on or before September 30, 2005 ("Closing"). The Closing may only be extended by a written agreement signed by all the parties hereto.

8. It is agreed by the parties hereto that nothing herein shall be construed as an admission of fault or liability by either party.

9. As part of the consideration herein, and except for the obligations imposed upon each of the parties as contained in this Agreement, Roguska, Sanibel One and Sanibel One Realty do for themselves and their respective heirs, successors, assigns, shareholders, directors, officers, agents and legal representatives, fully release and discharge Buckley and his respective assigns, successors, heirs, and legal representatives, from all claims from the beginning of time of the date hereof, including but not limited to any claims which were asserted, or could have been asserted, by Buckley.

10. This Agreement is personal in nature and may not be assigned by any party hereto.

11. It is understood that this agreement shall constitute a settlement between the parties as to any claims or causes of actions they may have as to each other. Nothing in this agreement shall be construed to prevent Buckley from asserting any claim he may have against Roguska, Sanibel One, or Sanibel One Realty as to any cause of action or claim asserted by third parties.

The undersigned parties have read and understand this Settlement Agreement and do, by execution of this Agreement, bind themselves to all terms and conditions thereof.

9/29/05
[Execution Date]

Brent M. Buckley
BRENT M. BUCKLEY, Individually and as
member of Sanibel One, L.L.C. and Sanibel
One Realty, L.L.C.

9/30/05
[Execution Date]

Brenda R. Roguska
BRENDA R. ROGUSKA, Individually and
as member of Sanibel One, L.L.C. and
Sanibel One Realty, L.L.C.

9/27/05
[Execution Date]

SANIBEL ONE, L.L.C.,
a Florida Limited Liability Company

9/27/05
[Execution Date]

By: Brent M. Buckley
Brent M. Buckley, Member

9/30/05
[Execution Date]

By: Brenda R. Roguska
Brenda R. Roguska, Member

9/29/05
[Execution Date]

SANIBEL ONE REALTY, L.L.C.
a Florida Limited Liability Company

9/29/05
[Execution Date]

By: Brent M. Buckley
Brent M. Buckley, Member

9/30/05
[Execution Date]

By: Brenda R. Roguska
Brenda R. Roguska, Member