

L0/000020424

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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(Business Entity Name)

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Certified Copies _____

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EXAMINER

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2012 MAY 31 AM 11:22
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: PROMOTION SPORTS & ENTERTAINMENT, 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:

Johnny Williams

Name of Person

Firm/Company

2217 SW 118th Avenue

Address

Miramar, FL 33025

City/State and Zip Code

jwilliams@promotionse.com

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

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2012 MAY 31 AM 10:03

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For further information concerning this matter, please call:

Johnny Williams

Name of Person

at (954)

649-4704

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

**UNANIMOUS CONSENT TO ACTION WITHOUT A MEETING
OF THE MANAGER AND MEMBER OF
PROMOTION SPORTS & ENTERTAINMENT, LLC**

Approving Amendment to Articles and Distribution

The undersigned, being all the Members and Managers of PROMOTION SPORTS & ENTERTAINMENT, LLC, a Florida limited liability company (the "Company"), hereby consent to the following actions of the Company:

RESOLVED, that the Articles of Amendment to Articles of Incorporation of the Company (the "Articles of Amendment"), a copy of which are attached hereto as Exhibit "A", are hereby authorized and approved;

FURTHER RESOLVED, that the Company distribute to the Member an amount equal to all cash of the Company effective 12:01 a.m. on the effective date hereof as settlement in full of its capital account and all other amounts owed to Member;

FURTHER RESOLVED, that the Company hereby approves, effective 9:00 a.m. on the effective date hereof, the assignment by BankAtlantic Bancorp, Inc. of 100% of its membership interest in the Company to Johnny Williams for the consideration of \$10.00;

FURTHER RESOLVED, that the Manager of the Company be, and hereby is, authorized, directed and empowered to take all such actions and execute all such documents as he may deem necessary or desirable to consummate and carry out the intent of the Articles of Amendment; and,

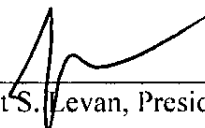
FURTHER RESOLVED, that any actions heretofore or hereafter taken by the Manager and officers of the Company, consistent with the intent and purpose of the foregoing resolutions, are hereby approved, ratified and confirmed in all respects.

Execution of this written consent by the undersigned, being all of the managers and members, pursuant to the Florida Limited Liability Company Act, as amended, waives any requirement of a formal meeting to conduct the business related to herein. Any signature can be delivered to the Company via facsimile, e-mail or other electronic method, and will be treated as an original for all purposes.

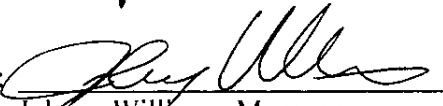
This written consent shall be effective as of June 1, 2012.

BANKATLANTIC BANCORP, INC., sole member

By:


Jarett S. Levan, President

Name:


Johnny Williams, Manager

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2012 MAY 31 AM 11:03
CLERK OF DISTRICT COURT
JACKSONVILLE, FLORIDA

Exhibit "A"

Articles of Amendment

[Please see attached]

ASSIGNMENT OF MEMBERSHIP INTEREST

THIS ASSIGNMENT OF MEMBERSHIP INTEREST (this "Assignment") is made as of the 1st day of June, 2012 (the "Effective Date") by and between BANKATLANTIC BANCORP, INC ("Assignor") and JOHNNY WILLIAMS ("Assignee").

BACKGROUND

Assignor is currently the owner of 100% of the membership interests (the "Membership Interest") in ProMotion Sports & Entertainment, LLC (the "Company"). Assignor desires to assign and convey all of its right, title, and interest in and to the Membership Interest to Assignee on the terms and conditions described below in this Assignment.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing, payment from Assignee to Assignor of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment of Membership Interest. Assignor hereby assigns, conveys, and sets unto Assignee, all of Assignor's right, title, and interest, in the Membership Interest.
2. Representations and Warranties. Assignor represents and warrants to Assignee that: (i) the Membership Interest is free and clear of all liens, claims and encumbrances of whatever kind or nature; and (ii) Assignor has full right, title and authority to assign and convey the Membership Interest to Assignee.
3. Release by Assignee. Except with respect to the duties and obligations of Assignor pursuant hereto, Assignee irrevocably and unconditionally releases Assignor, the Company, and their respective managers, members, employees, assigns, subsidiaries, and affiliates, from any and all charges, complaints, contracts, liabilities, obligations, demands, suits, debts, sums of money, accounts, indebtedness, reckonings, covenants, controversies, agreements, promises, variances, trespasses, bonds, bills, premises, reimbursements, causes of actions, costs, losses, debts, expenses, attorney's fees, damages, judgments, executions, rights, expenses, injuries, indemnities, and claims of any kind whatsoever, in law or in equity, which Assignee has ever had, now has, or may hereinafter arise, out of or relating to the Company through the date hereof.
4. Release by Assignor. Except with respect to the duties and obligations of Assignee pursuant hereto, Assignor irrevocably and unconditionally releases Assignee, the Company, and their respective managers, members, employees, assigns, subsidiaries, and affiliates, from any and all charges, complaints, contracts, liabilities, obligations, demands, suits, debts, sums of money, accounts, indebtedness, reckonings, covenants, controversies, agreements, promises, variances, trespasses, bonds, bills, premises, reimbursements, causes of actions, costs, losses, debts, expenses, attorney's fees, damages, judgments, executions, rights, expenses, injuries, indemnities, and claims of any kind whatsoever, in law or in equity, which Assignor has

ever had, now has, or may hereinafter arise, out of or relating to the Company through the date hereof.

5. Miscellaneous. This Assignment embodies the entire agreement and understanding among the parties hereto and supersedes all prior agreements and understandings related to the subject matter hereof. This Assignment may not be modified or amended except by a written instrument signed by the party against whom such amendment, modification, waiver or discharge is sought to be enforced. The parties agree that the terms of this Assignment shall bind the parties to this Assignment, their heirs, executors, administrators, and assigns.

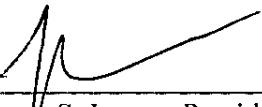
6. Counterparts. This Assignment may be executed by the parties hereto individually or in combination or in one or more counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

7. Governing Law; Venue. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida without regard to the conflicts of law principles thereof. Any suit or other proceeding arising out of or relating to this Agreement shall be instituted and maintained in the state courts sitting in Broward County, Florida. The parties expressly waive any objections to such jurisdiction and venue and irrevocably consent and submit to the personal and subject matter jurisdiction of such courts in any such action or proceeding in connection herewith.


IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed in their respective names as of the date and year first written above.

ASSIGNOR:

BANKATLANTIC BANCORP, INC.

By: 
Jarett S. Levan, President

ASSIGNEE:


Johnny Williams

ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF

PROMOTION SPORTS & ENTERTAINMENT, LLC

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

FILED
2012 MAY 31 AM 11:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The Articles of Organization for this Limited Liability Company were filed on November 28, 2001 and assigned
Florida document number L01000020426.

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)

2217 SW 118th Avenue

Miramar, FL 33025

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

2217 SW 118th Avenue

Miramar, FL 33025

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:

Johnny Williams

New Registered Office Address:

2217 SW 118th Avenue

Enter Florida street address

Miramar

City

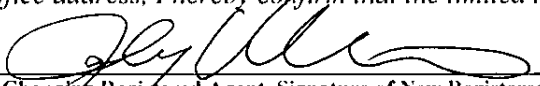
Florida

33025

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.


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:

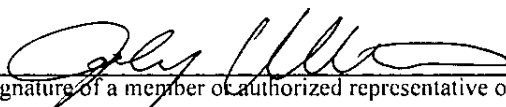
MGR = Manager
MGRM = Managing Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
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TALLAHASSEE, FLORIDA
SECRETARY OF STATE

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

Dated May 30, 2012



 Signature of a member or authorized representative of a member

 Johnny Williams

 Typed or printed name of signee