

L02000024886

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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FAX

To: Brenda Tadlock (Div of GIP) From: Vic Elsey
Fax: () 850-245-6030 Pages: 1 (cover page) + 4
Phone: () Date: 11/17/05
Re: DSB, LLC LD2000024886 CC:

☒ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

• Comments:

Ms. Tadlock,
I wish for all records to be removed FROM record with
the exception of Mr. Galt. The company information is as follows:
Please ensure that Russell L. Case has no further access to this company. (1)

Principal Address:

1235 Lake Rogers Cir
Oviedo, FL 32765

Mailing Address:

P.O. Box 622082
Oviedo, FL 32762

The Only Manager:

Victor J. Elsey
1235 Lake Rogers Cir
Oviedo, FL 32765

Nov 17 05 04:25p
00-08 05 16:15 FROM: DSA

Debary Branch
407-327-2141

407-574-4540
TO: 4078977042

p. 2
PAGE: 04

NOTICE OF WITHDRAWAL OF MEMBERS AND CONTINUANCE OF BUSINESS

Notice is hereby given that Russell L. Case Jr., heretofore doing business as a managing member, member and Chief Financial Officer of Dynamic Solutions Associates LLC ("DSA"), has resigned, withdrawn and dissociated himself as a manager, members, and officer of DSA effective November 8, 2005, by mutual consent of all Members.


Notice is also hereby given that Dawna L. Case, heretofore doing business as a member and Secretary of DSA, has resigned, withdrawn and dissociated herself as a member and officer of DSA effective November 8, 2005, by mutual consent of all Members.


Victor J. Elsey, 1235 Lake Rogers Circles, Oviedo, Florida 32765, as the sole remaining Manager of the manager-managed Company will conduct the business in the future under the same name, Dynamic Solutions Associates LLC and will be responsible for all future liabilities of the Company and receive all moneys payable to the Company


Further notice is given that Russell L. Case Jr. and Dawna L. Case will not be responsible, from this day on, for any obligation incurred by Elsey or the remaining members in their names or in the name of the Company.

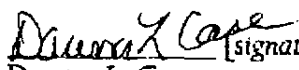
Dated: 8 Nov 2005

EXECUTED on November 8 2005:


[signature of member]
Victor J. Elsey


[signature of member]
Russell L. Case, Jr.


[signature of member]
Jennifer Elsey


[signature of member]
Dawna L. Case

MEMBERSHIP TRANSFER AGREEMENT

This Membership Transfer Agreement (the "Agreement") is entered into with the unanimous consent of all current members of Dynamic Solutions Associates LLC ("DSA"): Dawna L. Case, Russell L. Case, Jr., Victor J. Elsey, Jennifer Elsey (collectively "Parties").

Membership.

1. The Parties entered into said Membership and have continued in Membership under the provisions of the Management Operating Agreement for Dynamic Solutions Associates LLC and its Schedule A dated September 18, 2002 ("Management Operating Agreement").

Transfer of Interest of Dissociating Members

2. Russell L. Case Jr. and Dawna L. Case now desire to convey, transfer, sell and assign all of their respective membership interests in DSA to Victor J. Elsey who shall assume all of their respective interests in future profits, losses and liabilities of DSA and shall pay to Russell L. Case Jr. and Dawna L. Case the consideration specified in the Agreement dated November 2-3, 2005 [The signed original to be maintained by the Law Office of Theodore W. Small, P.A.].

Effective Date of Dissociation.

3. Russell L. Case Jr. and Dawna L. Case convey, transfer, sell and assign all of their respective membership interests in DSA to Victor J. Elsey, effective at the close of business on November 8, 2005 (hereinafter "Dissociation Date"), and shall thereafter promptly cease to have any right, claim or interest in the management, staffing, records, accounting, profits, losses and other tax matters and affairs of DSA. All Parties hereby waive any right to thirty days notice of this agreed Dissociation of Russell L. Case Jr. and Dawna L. Case.

Consent to Dissolution.

4. To the extent that the remaining members of DSA, in their sole and absolute discretion, decide that it is necessary to dissolve DSA pursuant to Section 608.445 of the Florida Limited Liability Company Act, Russell L. Case Jr. and Dawna L. Case, as initial members under the Management Operating Agreement and dissociated members under this Agreement, hereby consent to such dissolution.

Handwritten signatures:
Top left: RLC
Top right: DCL
Bottom left: [Signature]
Bottom right: [Signature]

Notice of Dissociation

5. The Parties shall execute a "Notice of Withdrawal of Members and Continuation of Business" in the form attached hereto as Exhibit A and consent to its publication to the Florida Division of Corporations as well as banks, vendors and clients as needed.

Representations and Warranties

6. Russell L. Case Jr. and Dawna L. Case each hereby represents that to the best of his/her knowledge, he/she has not heretofore transferred, assigned, conveyed, sold, mortgaged, lien, pledged or otherwise encumbered any part of their membership interests in DSA as originally conveyed to each individually under the Management Operating Agreement.

Drawing Checks.

7. Effective as of the date of the Dissociation Date, Russell L. Case Jr. and Dawna L. Case shall not draw any check on the bank account held in the name of DSA.

Execution and Enforcement.

8. The terms of this Agreement shall be binding upon the Parties hereto and their respective successors and assigns.
9. In the event of a breach of any term of this Agreement, the breaching party shall be liable for the reasonable attorney's fees, costs and damages incurred by the damaged party to this Agreement as a result of the breach.
10. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument.
11. This Agreement may be executed via facsimile.
12. This Agreement constitutes the entire agreement between the Parties and the terms therein are contractual and not a mere recital. Neither Party has relied on any statement or oral representation made by any other party in entering into this Agreement. Any modification or amendment to this Agreement will only be enforceable if made in writing. However, nothing in this Agreement minimizes or shall be construed to diminish each Parties' rights and duties set forth in the Agreement dated November 2-3, 2005 [The signed original to be maintained by the Law Office of Theodore W. Small, P.A.]
13. This Agreement was prepared by the joint efforts of both parties and is to be con-

RPL | DZC
[Signature] | [Signature]

strued as if each party contributed equally to its preparation.

14. This Agreement shall be governed by the substantive laws of the State of Florida.

15. All Parties agree to execute whatever documents are necessary for the effectuation of this Agreement.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the dates set forth opposite their respective signatures.


Dated: November 8, 2005

Russell L. Case, Jr.

By: 
Name: Russell L. Case, Jr.

Dated: November 8, 2005

Victor J. Elsey

By: 
Name: Victor J. Elsey

Dated: November 8, 2005

Dawna L. Case

By: 
Name: Dawna L. Case

Dated: November 8, 2005

Jennifer Elsey

By: 
Name: Jennifer Elsey