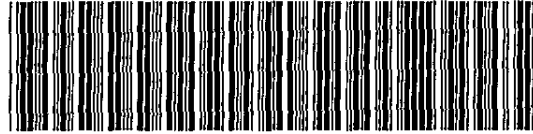


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SECRETARY OF STATE
TALLAHASSEE, FLORIDA



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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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(Business Entity Name)

(Document Number)

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TRANSMITTAL LETTER

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TO: Registration Section
Division of Corporations

SUBJECT: Liberty Transport, LLC
(Name of Limited Liability Company) STATE OF FLORIDA
TALLAHASSEE, FLORIDA

2004 DEC -6 P 1:59

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

Please return all correspondence concerning this matter to the following:

Greg D'Ambrosio
(Name of Person)

Liberty Transport, LLC
(Firm/Company)

13916 Chandron Dr
(Address)

Odessa, FL 33556
(City/State and Zip Code)

For further information concerning this matter, please call:

Greg D'Ambrosio at 813, 477 6202
(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)

STREET ADDRESS:
Registration Section
Division of Corporations
409 E. Gaines Street
Tallahassee, Florida 32399

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

ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF

FILED

2004 DEC -6 P 1:59

SECRETARY OF STATE
TALLAHASSEE, FLORIDALiberty Transport, LLC

(Present Name)
(A Florida Limited Liability Company)

FIRST: The Articles of Organization were filed on January 8 2003 and assigned document number 6 03000000752

SECOND: The following amendment(s) to the Articles of Organization was/were adopted by the limited liability company:

- Liberty Transport, LLC amends the principal address to 1801 Karolina Avenue. Winter Park FL 32789.
- Liberty Transport amends the mailing address to: 61 Alafaya Woods Blvd PMB 214 Oviedo, Florida 32789
- Liberty Transport, LLC removes Steve Roehrer as a member and replaces him with Gregory D'Ambrosio and Shaun Noonan. See attached document for details.

Dated November 8, 2004.



Signature of a member or authorized representative of a member

Gregory D'Ambrosio

Typed or printed name of signee

Filing Fee: \$25.00

FILED

Name: Liberty Transport, LLC
Document Number: L 03000000752
Date Articles of Organization were filed: January 8, 2003

2004 DEC -6 P 1:59

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

This is to acknowledge that effective immediately Liberty Transport LLC hereby appoints The Law Office of Joseph P. D' Ambrosio as their registered agent.

The new registered agent will be Joseph P. D' Ambrosio. The address is

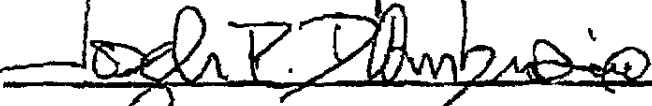
One Boca Place
2255 West Glades Road Suite 236W
Boca Raton Florida 33431.

Dated: December 10, 2004

Signed by Member of Liberty Transport, LLC


Greg D. Ambrosio

Signed By New Registered Agent


Joseph P. D' Ambrosio

**ASSIGNMENT OF LLC MEMBERSHIP, ACCEPTANCE AND ASSUMPTION OF
MEMBERSHIP AND CONSENT OF MEMBER**

THIS ASSIGNMENT OF LLC MEMBERSHIP, ACCEPTANCE AND ASSUMPTION OF MEMBERSHIP AND CONSENT OF MEMBER, (collectively, the "Agreement"), is made and entered into the 27th day of SEPTEMBER, 2004 by and among STEVEN ROEHRER ("Assignor"), whose address is 23 Alafaya Woods Blvd., Oviedo, FL 32765; and GREGORY L. D'AMBROSIO ("Assignee"), whose address is 13916 Chandron Drive, Odessa, FL 33556 and SHAUN R. NOONAN ("Member"), whose address is 708 East South St., Orlando, FL 32801.

WITNESSETH:

WHEREAS, Assignor and Member are members in and owners of LIBERTY TRANSPORT, LLC (the "Company"); and

WHEREAS, Assignor wishes to transfer all ownership interest and liability in the Company to Assignee; and

WHEREAS, Assignee wishes to accept Assignor's ownership interest, assume Assignor's liability related to the Company and become an owner and member of the Company; and

WHEREAS, Member wishes to that Assignee become an owner and member of the Company.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, TEN (\$10.00) DOLLARS, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **RECITALS:** The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **ASSIGNMENT:** As of September 27, 2004 (the "Effective Date"), Assignor assigns to Assignee any and all right, title and interest in and to the Company, including, without limitation, all membership rights, all membership interest, capital contributions, accounts receivable, cash flows, distributions, profits and losses, customer goodwill, proprietary interest in the Company name and all other proprietary assets. This Assignment shall relieve, release and discharge the Assignor from liability for the payment of the Company liabilities described in Exhibit "A" attached hereto (the "Liabilities") as of the Effective Date.
3. **ACCEPTANCE AND ASSUMPTION:** As of the Effective Date, Assignee accepts and assumes all ownership interest of Assignor in the Company, including, without limitation, those interests referred to in the previous paragraph, and further agrees to be a member of the Company. Assignee also assumes the Liabilities as of the Effective Date. Assignee agrees to take any further action necessary to transfer the Liabilities, including obtaining the consent of creditors and Assignor agrees to cooperate in this regard.
4. **CONSENT OF MEMBER:** Member hereby consents to the assignment and

assumption stated herein and further consents to Assignee being an owner and member of the Company and participating in the management of the Company as of the Effective Date. Member agrees to take any further action necessary to effect the terms of this Agreement.

5. RATIFICATION: Notwithstanding anything in the Articles of Incorporation or any other Company agreements, the parties, hereby expressly confirm and ratify their individual and collective right, authority and power to enter into this Agreement and to undertake the acts described herein. All consents, requirements and preconditions required by law or any other agreement to effect the terms of the Agreement shall be deemed to have occurred, been given and/or been waived.

6. This Agreement contains a complete statement of all of the arrangements among the parties with respect to the company and cannot be changed or terminated orally or in any manner other than by a written agreement executed by all of the members. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement which are not fully expressed in this Agreement.

7. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

8. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulation of the jurisdiction in which the Company does business. If any provision of this Agreement, or the application thereof to any person or circumstance, shall for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected, but rather shall be enforced to the extent permitted by law.

9. Irrespective of the place of execution or performance, this Agreement shall be governed by and construed in accordance with the laws of the State of organization of the Company applicable to agreements made and to be performed in the State of organization of the Company.

10. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall be deemed to constitute a single document.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, as of the date first above written.

WITNESSES:

Print Name ANDREA L. NOONAN

Print Name KEVIN S. NOONAN

ASSIGNOR:

STEVEN ROEHRER

WITNESSES:



Print Name ANDREW L. NOONAN



Print Name KEVIN S. NOONAN

ASSIGNEE:

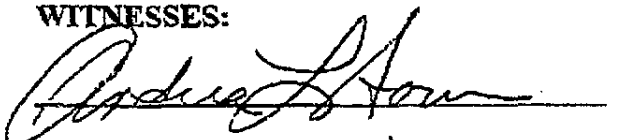


GREGORY L. D'AMBROSIO

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

WITNESSES:

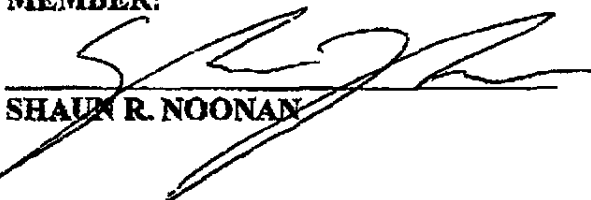


Print Name ANDREW L. NOONAN



Print Name KEVIN S. NOONAN

MEMBER:



SHAUN R. NOONAN