

L04000031409

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ MAIL

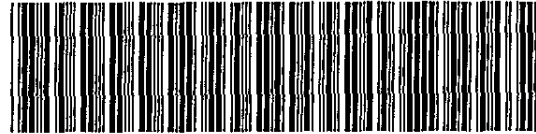
(Business Entity Name)

(Document Number)

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2004 JUN 18 11 12:37
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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TRANSMITTAL LETTER

TO: Registration Section
Division of Corporations

SUBJECT: G & H CUSTOM CONSTRUCTION, LLC
(Name of Limited Partnership)

DOCUMENT NUMBER: L04000031409

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

Please return all correspondence concerning this matter to the following:

WILLIAM G GUNTER
(Name of Person)

G & H CUSTOM CONSTRUCTION, LLC
(Firm/Company)

328 GLADYS STREET
(Address)

FT WALTON BEACH, FL 32547
(City/State and Zip Code)

RECEIVED
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TALLAHASSEE, FLORIDA

For further information concerning this matter, please call:

WILLIAM G GUNTER at (850) 357-0117
(Name of Person) (Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

- | | | | |
|---|---|---|---|
| <input type="checkbox"/> \$52.50 Filing Fee | <input checked="" type="checkbox"/> \$61.25 Filing Fee &
Certificate of Status | <input type="checkbox"/> \$105.00 Filing Fee &
Certified Copy
(additional copy is enclosed) | <input type="checkbox"/> \$113.75 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



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

October 25, 2004

WILLIAM S. GUNTER
G & H CUSTOM CONSTRUCTION, LLC
328 GLADYS STREET
FT WALTON BEACH, FL 32547

SUBJECT: G & H CUSTOM CONSTRUCTION, LLC
Ref. Number: L04000031409

FILED
2004 OCT 18 PM 12:32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

We have received your document for G & H CUSTOM CONSTRUCTION, LLC and your check(s) totaling \$62.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The form you submitted is for a limited partnership, but your entity is a limited liability company. Enclosed is the proper form for your LLC. Please also note that if you include an attachment to the amendment, your attachment cannot refer to shares, stocks, etc. as explained in the next paragraph.

Limited Liability Companies are not corporations. Limited Liability Companies are unique business entities with special characteristics and attributes formed under Chapter 608, Florida Statutes. Corporations, on the other hand, are formed under Chapter 607, Florida Statutes, and possess other distinctive traits and characteristics. Consequently, limited liability company documents cannot contain any references/terms which may implicate the entity is a corporation. Please delete any references to the term "corporation" or the like from your document.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6958.

Lee Rivers
Document Specialist

Letter Number: 904A00061269

ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF

GCH Custom Construction LLC

(Present Name)
(A Florida Limited Liability Company)

4/26/2004

FIRST: The Articles of Organization were filed on LO4000031409 and assigned document number _____.

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

ARTICLE V

REMOVE MICHAEL HOLAHAN AS MGRM

ADD JIMMY RAY DAVIS AS MGRM
12 NEWCASTLE DRIVE
FT WALTON BEACH, FL 32547

2004 MAY 18 PM 12:31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Dated SEE ATTACHED, _____.

SEE ATTACHED

Signature of a member or authorized representative of a member

Typed or printed name of signee

Filing Fee: \$25.00

BUY-SELL AGREEMENT

THIS BUY-SELL AGREEMENT ("this Agreement"), is made and entered into as of the 20th day of September, 2004, by and between Clyde E. Moon ("Moon"), William G. Gunter ("Gunter"), and Micheal Holahan ("Holahan"), (individually referred to as "Member " or jointly as "Members") and G&H Custom Construction LLC, a Florida Company ("The Company").

RECITALS

<u>Member</u>	<u>Percentage of the company</u>
Gunter	40% Membership
Moon	30% Membership
Holahan	30% Membership

11
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TALLAHASSEE, FLORIDA

WHEREAS, the Members are each employed on a full-time basis by the Company and are Members involved in it's business affairs;

WHEREAS, the Members believe they will promote their mutual intrests of the Company, and will ensure continuity and stability in the management and the policies of the Company , if they impose certain restrictions and obligations upon themselves and upon the Company with respect to the transfer of the precentage of the Company ; and

WHEREAS, Holahan and Moon understand, acknowledge, and agree that the Company will not have the same value (The value of the Company will be lower) if Gunter is no longer a Member of the Company because of the investment that Gunter brings to the Company.

NOW THEREFORE, for good and valueable concideration, the reciept and sufficiency of which is hereby acknowledged , the Members here to covenant and agree as follows:

AGREEMENT

SECTION 1. RESTRICTIONS ON TRANSFER

1.1 Invalidity of transfers. No transfer of the Percentage of the Company by any Member shall be valid unless the transfer is permitted transfer as provided under the terms of the Agreement.

1.2 Definition of transfer "TRANSFER" means any sale, gift, exchange, pledge, sale by legal process under execution, or change in ownership, legal or beneficial, voluntary or involuntary, because of any act or occurrence. If any percentage of the Company is pledged with the consent of the other Members or after a failure of the Company and the other Members to except the tender and purchase the percentage of the Company involved, a subsequent sale or retention of the percent of the Company by the secure Member under the terms of the pledge after the default shall be a separate transfer to which this Agreement shall apply. "Member-Transfer" means the Member whose percent of the Company have been or are about to be transferred.

SECTION 2. PERMITTED TRANSFERS

2.1 limits on transfer. Gunter shall have the right to purchase all percentages of the Company from Holahan for \$150.00 by providing notice to Holahan. Gunter shall have the right to purchase all percentage of the Company from Moon for \$150.00 by providing notice to Moon. Holahan and Moon shall not be entitled to transfer their percentages of the Company without the advance Written consent of Gunter, which consent may be withheld at Gunter's sole discretion.

SECTION 3. MISCELLANEOUS PROVISIONS

3.1 Binding effect. The provisions of this Agreement shall be binding upon the inure to the benefit of the heirs, personal representatives, sucesors, and assigns of the Members. The povisions of this Agreement shall apply to all percentages of the Company now held by Members or hereafter acured by them or any of them. All of the provisions of this Agreement shall be binding upon, and inure to the benifit of, any Member who aquires percentage of the Company from a Member , and the terms " Member" and "Members" as used in the Agreement shall not be construed as a modification of any restriction on transfer set forth in this Agreement.

3.2 Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writeing and shall be either by Certified mail, return receipt requested, postage prepaid, addressed to the Members at the addresses shown on the records of the

Company, or by hand delivery, or by facsimile transmission. All notices are deemed delivered upon: three days after the date of mailing if by certified mail; the day of delivery if by hand delivery with proof of such delivery; or, the day of facsimile delivery by proof of facsimile confirmation. The address and facsimile number of a Member to which notices or other communications shall be mailed, delivered or faxed may be changed from time to time by giving written notice to other Members.

3.3 Litigation Expense. In the event of a default under this Agreement, the defaulting Member shall reimburse the nondefaulting Member or Members for all costs expenses reasonably incurred by the nondefaulting Member or Members in connection with the default, including, without limitation, attorney fees. Additionally, in the event of a suit or an action is filed to enforce this Agreement or with respect to this Agreement, the prevailing Member or Members shall be reimbursed by the other Member for all costs or expenses incurred in connection to the suit or action, including, without limitation, reasonable attorney fees at the trial level and on appeal.

3.4 Waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, wether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless exacuted in writing by the Member makeing the waiver.

3.5 Applicable Law. this Agreement shall be governed by and shall shall be construed in accordance with the laws of the state of Florida. Venue shall be proper in the County of Okaloosa, State of.

3.6 Entire Agreement. This Agreement constitutes the entire Agreement between the Members pertaining to its subject matter, and it supersedes all prior contemporaneous Agreements, representations, and understanding of the Members. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Members.

WHEREFORE, the Members have executed this Agreement on the dates set forth below to be effective as of the date first written above.

Date: 9/20/2004


William G. Gunter

Date: 9/17/2004

Micheal Holahan

Micheal Holahan

Date: 9/20/2004

Clyde E. Moon

Clyde E. Moon

**G&H custom Construction, LLC,
a Florida Company**

Date: 9/20/2004

William G. Gunter

**William G. Gunter
Title: President**

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