

R. WHITE

## COVER LETTER

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** JRM Investments LLC  
(Name of Limited Liability Company)

The enclosed member, resignation or dissociation and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Richard Miranda  
(Contact Person)

\_\_\_\_\_  
(Firm/Company)

P.O. Box 2773  
(Address)

EDWARDS, CO 81632  
(City/State and Zip Code)

For further information concerning this matter, please call:

Richard Miranda at ( 954 ) 606-7464  
(Name of Contact Person) (Area Code & Daytime Telephone Number)

Enclosed please find a check made payable to the Florida Department of State for:

☒ \$25 Filing Fee

☐ \$55 Filing Fee & Certified Copy

**STREET/COURIER ADDRESS:**

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

**MAILING ADDRESS:**

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



FILED

15 MAY 12 AM 10:56

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS

**DISSOCIATION OR RESIGNATION OF MEMBER, MANAGER FROM  
FLORIDA OR FOREIGN LIMITED LIABILITY COMPANY**

(Pursuant to 605.0216, Florida Statutes)

1. The name of the limited liability company as it appears on the records of the Florida Department

of State is: SRM INVESTMENTS, LLC

2. The Florida document/registration number assigned to this limited liability company is:

L04000079160

3. The date this member/manager withdrew/resigned or will withdraw/resign is: \_\_\_\_\_

4. I, JANE MIRANDE, hereby withdraw/resign as a  
(Print Name of Person Resigning)

MEMBER  
(Print Title)

of this limited liability company and affirm the limited liability company has been notified of my  
resignation in writing.

Jane Mirande

Signature of Dissociating Member or Resigning Manager

Filing Fee: \$25.00 (Required)

Certified Copy: \$30.00 (Optional)

CR2E079 (2/14)

Rickman Mirande

Po Box 2773

Edwards, CO 81632

954-600-7464

RicMir620@yahoo.com

### ASSIGNMENT OF MEMBERSHIP INTEREST

THIS ASSIGNMENT OF MEMBERSHIP INTEREST (the Assignment) is made this \_\_\_\_\_ day of April, 2015 (the Effective Date) by and between Jane Mirande (the Assignor) and Richard Mirande (the Assignee).

#### WITNESSETH:

WHEREAS, Assignor is a member of JRM Investments, LLC, a Florida limited liability company (the Company); and,

WHEREAS, Assignor owns Fifty (50) Membership Units (the Membership Interest) of the Company, which constitutes a Fifty percent (50 %) ownership therein; and,

WHEREAS, the Company was formed on November 1, 2004, in the State of Florida and is identified by the Florida Secretary of State as Document No. L04000079160; and,

WHEREAS, the Company (check one) \_\_\_\_\_ is / ☒ is not governed by an operating agreement (the Operating Agreement); and,

WHEREAS, Assignor intends by this Assignment to transfer to Assignee the aforesaid Membership Interest with all rights appurtenant thereto, including Assignor's right to: (i) inspect the Company's books and records, (ii) participate in the management of, and vote on matters involving, the Company, (iii) act as an agent of the Company, (iv) receive profits and losses, allocations of income, gain, loss, deduction, or credit, and distributions of the Company's income and assets, and all other rights associated with the Membership Interest owned by Assignor.

WHEREAS, the Assignee intends by this Assignment to accept the same, subject to the terms and conditions of this Assignment and any Operating Agreement that may govern the Company.

NOW THEREFORE, the parties hereto agree as follows:

1. **ASSIGNMENT.** As of the Effective Date of this Assignment, Assignor hereby assigns to Assignee, and Assignee accepts and assumes from Assignor, the aforesaid Membership Interest, including the right to receive the Company's profits and losses, distributions of income and assets, allocations of income, gain, loss, deduction, or credit, and all managerial rights which are associated with the Membership Interest owned by Assignor, including the right to: (i) inspect the Company's books and records, (ii) participate in the management of, and vote on matters involving, the Company, or (iii) act as an agent of the Company, all of which membership rights are hereby retained by and reserved to Assignor, who shall be entitled to exercise them in his sole and absolute discretion.

2. **REPRESENTATION AND WARRANTY OF ASSIGNEE.** To induce Assignor to deliver this Assignment, Assignee hereby acknowledges to Assignor and the Company on the date hereof, and at the time of such delivery, that Assignee is subject to all of the terms provisions and conditions of any Operating Agreement that may govern the Company.

3. **MISCELLANEOUS.**

3.1. **Effectiveness.** The Assignment shall become effective only upon its execution and delivery by Assignor and the execution hereof by Assignee.

3.2. **Amendment.** This Assignment may be amended only by an instrument executed and delivered by Assignor.

3.3. **Applicable law.** All questions concerning the construction, validity, and interpretation of this Assignment 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.

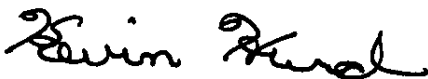
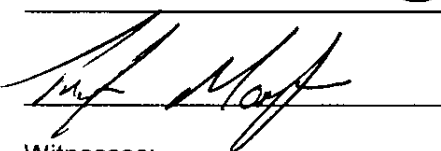
3.4. **Assignment.** This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

3.5. **Severability.** No determination by any court or governmental agency that any provision of this Assignment 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 circumstance 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.


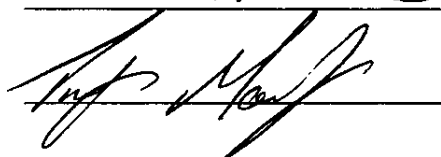
3.6. **Further Assurances.** Assignor shall execute and deliver, or cause to be delivered, all other instruments and shall take all other actions, as either party hereto may reasonably request from time to time in order to effectuate the provisions hereof.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the day and year first above written.


Witnesses:

  
\_\_\_\_\_  
  
\_\_\_\_\_


Witnesses:

  
\_\_\_\_\_  
  
\_\_\_\_\_

**ASSIGNOR:**

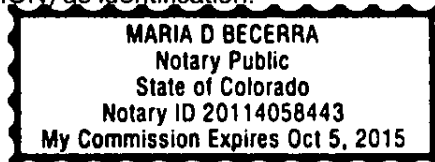
  
\_\_\_\_\_  
Jane Mirande

**ASSIGNEE:**

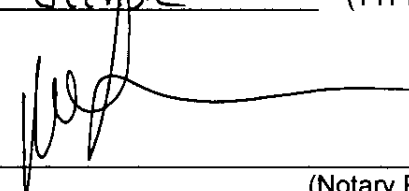
  
\_\_\_\_\_  
Richard Mirande

STATE OF COLORADO:  
COUNTY OF Eagle :

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of May, 2015, by **Jane Mirande**, who did not take an oath and (**check one**) \_\_\_\_\_ who is personally known to me or ✓ who has produced Driver's License (TYPE OF IDENTIFICATION) as identification.




(Notary Seal)

  
\_\_\_\_\_  
(Notary Public)  
Commission No: 20114058443  
My Commission Expires: 10/05/2015

STATE OF COLORADO:  
COUNTY OF Eagle :

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of May, 2015, by **Richard Mirande**, who did not take an oath and (**check one**) \_\_\_\_\_ who is personally known to me or ✓ who has produced Driver's License (TYPE OF IDENTIFICATION) as identification.

(Notary Seal)

  
\_\_\_\_\_  
(Notary Public)  
Commission No: 20114058443  
My Commission Expires: 10/05/2015

