L050000	086316			
(Address)	800332708388			
(City/State/Zip/Phone #)	08/15/1901014023 **25.00			
(Business Entity Name) (Document Number) Certified Copies Certificates of Status Special Instructions to Filing Officer:	215 AUG 5			
Office Use Only	11 S: 49			
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COVER LETTER

TO: Registration Section Division of Corporations

EQUITYMAX, LLC

SUBJECT: _

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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:

BRADFORD N. EMMER

Name of Person

EQUITYMAX, LLC

Firm/Company

6216 N. FEDERAL HWY

Address

FT. LAUDERDALE

City/State and Zip Code

brademmer@equitymax.com

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

For further information concerning this matter, please call:

Enclosed is a check for the following amount:

S25.00 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

ARTICLES OF AMENDMENT TO ARTICLES OF ORGANIZATIO OF	N			
				/
EQUITYMAX, LLC	ur menerde 1		_	
(Name of the Limited Liability Company as it now appears on a (A Florida Limited Liability Company)	<u>in records.</u>)			
The Articles of Organization for this Limited Liability Company were filed on <u>1/6/2019</u> Florida document number <u>L05000086316</u>	<u> </u>	and	assigr	ned
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 contain the words "Limited Liability Company," the designation	ion "LLC" or the abt	reviation	"L.L.(<u>. AS - es</u>
Enter new principal offices address, if applicable:				
(Principal office address MUST BE A STREET ADDRESS)				
······			<u>.</u>	
Enter new mailing address, if applicable:	= +, ** -, +		***	
(Mailing address MAY BE A POST OFFICE BOX)				
		•	3	<u>.</u>
			5	. 77.
B. If amending the registered agent and/or registered office address on our registered agent and/or the new registered office address here:	records, enter 1	<u>he nan</u>	ne of	the new
registered agent and or the new registered onice address here.		_" _	ား တ	
			- -	
Name of New Registered Agent:			<u></u>	
New Registered Office Address:				
Enter Florida str	eet address			
	Florida			
City		Zip Co	de	
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 605, 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.

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If Changing Registered Agent, Signature of New Registered Agent

If amending Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

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MGR = Manager AMBR = Authorized Member

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<u>Title</u>	<u>Name</u>	Address	Type of Action
MGR	GREGORY A. EMMER	6216 N. FEDERAL HWY, FT. LAUDERDALE, FL 33308	🖬 Add
			Remove
			Change
MGRM	GREGORY A. EMMER	20 BAY COLONY LANE, FT. LAUDERDALE, FL 33308	Q Add
		·····	E Remove
			O Change
AMBR	BRADFORD N. EMMER	6216 N. FEDERAL HWY, FT. LAUDERDALE, FL 33308	🖬 Add
			CRemove
			Change
AMBR	DEBORAH R. EMMER	20 BAY COLONY LANE, FT. LAUDERDALE, FL 33308	🗆 Add
			Remove
			Change
			Add
			🖸 Кеточе
			Change
			🗆 Add
			Remove /** **
			Change

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

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			AUGU	UST 4, 2019				
Effective	e date, if other the tive date is listed, the	han the date of	of filing:	prior to date of	filing of mom th	(optic	nai)	605 0 207 /
<u>Note:</u> If	the date inserted i	in this block do	es not meet the a	pplicable stati	utory filing req	uirements, this	date will not be	listed as t
doourner	it's effective date of	on the Departm	ent of State's rec	ærds.				
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Page 3 of 3

Filing Fee: S25.00

ASSIGNMENT OF MEMBERSHIP INTEREST IN EQUITYMAX, L.L.C.

This Assignment of Membership Interest Agreement (this "Assignment Agreement") is dated as of \underline{AUGUGT} , 4, 2019, and is being entered into by Assignor and Assignee (as such terms are defined below).

Reference is hereby made to that certain Marital Settlement Agreement, dated as of $\underline{1+0 \cup 5 \cup 5}$, 2019, by and among Deborah Emmer ("Assignor"), Bradford Emmer ("Assignee") and certain other parties thereto (the "Marital Settlement Agreement").

Pursuant to the terms of the Marital Settlement Agreement, and in consideration of the promises, covenants and agreements therein contained, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

- 1. Assignor hereby transfers and assigns to Assignee all of her rights, title and interests in and to EQUITYMAX, L.L.C., a Florida limited liability company (the "Company").
- 2. Upon the execution of this Assignment Agreement, Assignor shall have no further ownership or rights of any kind in and to the Company, including, without limitation, any rights incidental to the ownership of any interests in the Company.
- 3. Assignce hereby acknowledges and accepts the Assignor's assignment and transfer of Assignor's interests in the Company, as more specifically described above.
- 4. The Marital Settlement Agreement, including its Section 10 (Miscellaneous), is incorporated herein by reference.

This Assignment Agreement has been executed as of the date first above written.

ASSIGNOR:

DEBORAH E

ASSIGNEE: BRADFORD

OPERATING AGREEMENT FOR EQUITYMAX, LLC, a Florida Limited Liability Company

This Operating Agreement of EQUITYMAX, LLC, a Florida Limited Liability Company (the "COMPANY"), is entered into this ______ day of August, 2019, by the "Members", and the Company shall be operated as follows:

1. NAME. The name of the Company is EQUITYMAX, LLC.

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- 2. PURPOSES AND POWERS. The Company is organized for engaging in any lawful act or activity for which a limited liability company may be organized under the laws of the State of Florida. The Company shall have the power to make and perform all contracts and to engage in all activities and transactions necessary or advisable to carry out the purposes of the Company, and all other powers available to it as a limited liability company under the laws of the State of Florida.
- 3. MEMBERS. The name and membership interest (the "MEMBERSHIP INTEREST") in the Company of the Members are set forth on Exhibit A attached hereto and incorporated herein by reference.
- 4. TERM. The Company commenced upon the filing of the Company's Articles of Organization in the Office of the Secretary of State of the Florida and shall conclude upon the determination of the Members.
- 5. MANAGERS. The LLC will be manager-managed. The following are hereby designated as the **Managers** of the Company:
 - 1. GREGORY EMMER
- 6. CAPITAL CONTRIBUTIONS. The Members shall contribute capital to the Company from time to time at the request of the Managers.
- 7. ALLOCATIONS. All income, gains and losses will be allocated to the accounts of the Initial Members in accordance with its Membership Interest.
- 8. DISTRIBUTIONS TO MEMBERS. The Initial Members will receive distributions if, upon winding up of the Company, the assets or proceeds available exceed the amount required for the payment and discharge of all of the Company's debts and liabilities. Other than as stated above, distributions to the Initial Members shall be in the discretion of the Managers. The Managers may, in their discretion, make distributions to the Initial Members which include a return of all or any part of the Initial Members' contribution.

9. MANAGEMENT. The management, operation and policies of the Company are vested in GREGORY EMMER as Manager. Only GREGORY EMMER shall have the power on behalf and in the name of the Company to carry out and implement any and all of the objects and purposes of the Company. GREGORY EMMER shall be liable to the Initial Members for honest mistakes of judgment or for any losses due to such mistakes or for the negligence, dishonesty or bad faith of any employee, broker or other agent of the Company selected by it with reasonable care.

Initials

10. MISCELLANEOUS. The terms and provisions of this Agreement may be modified or amended at any time and from time to time by the Members. This Agreement shall be binding upon the heirs, personal representatives and other successors of the Members. This Agreement shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned have signed this OPERATING AGREEMENT on the $__{4}$ DAY OF AUGUST, 2019.

BRADFORD/EMMER, Member

EXHIBIT "A"

Member Name

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Membership Interest

BRADFORD EMMER

6216 N. Federal Highway Fort Lauderdale, FL 33308

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