

L05000086316

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

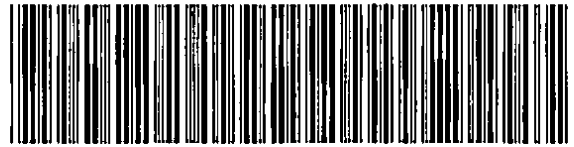
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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AUG 21 2019

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: EQUITYMAX, LLC

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:

BRADFORD EMMER

954

267-9103

at ()

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)

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

EQUITYMAX, LLC

Page 1 of 3

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

MGR = Manager

AMBR = Authorized Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
MGR	GREGORY A. EMMER	6216 N. FEDERAL HWY. FT. LAUDERDALE, FL 33308	<input checked="" type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
MGRM	GREGORY A. EMMER	20 BAY COLONY LANE, FT. LAUDERDALE, FL 33308	<input type="checkbox"/> Add
			<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
AMBR	BRADFORD N. EMMER	6216 N. FEDERAL HWY, FT. LAUDERDALE, FL 33308	<input checked="" type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
AMBR	DEBORAH R. EMMER	20 BAY COLONY LANE, FT. LAUDERDALE, FL 33308	<input type="checkbox"/> Add
			<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
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[illegible]**Filing Fee: \$25.00**

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

This Assignment of Membership Interest Agreement (this "Assignment Agreement") is dated as of AUGUST 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 AUGUST 4, 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:

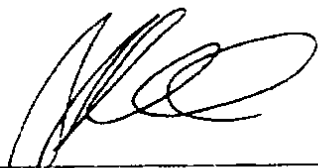
1. Assignor hereby transfers and assigns to Assignee all of her rights, title and interests in and to EQUITYMAX, L.L.C., a Florida limited liability company (the "Company").
2. Upon the execution of this Assignment Agreement, Assignor shall have no further ownership or rights of any kind in and to the Company, including, without limitation, any rights incidental to the ownership of any interests in the Company.
3. Assignee 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 EMMER

ASSIGNEE:


BRADFORD EMMER

**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.
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

Membership Interest

BRADFORD EMMER
6216 N. Federal Highway
Fort Lauderdale, FL 33308

100%