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J. BRYAN JUN 22 2006

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: PALMSCAPES L.L.C.
(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:

E. VICTORIA MCCARTY

(Name of Person)

PALMSCAPES L.L.C.

(Firm/Company)

13190 MADISON AVE.

(Address)

LARGO, FL 33773

(City/State and Zip Code)

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For further information concerning this matter, please call:

E. VICTORIA MCCARTY at (727) 588-2679
(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

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF**

PALMSCAPES L.L.C.

(Present Name)
(A Florida Limited Liability Company)

FIRST: The Articles of Organization were filed on MARCH 14, 2006 and assigned document number L06000028516.

SECOND: This amendment is submitted to amend the following:

TO REMOVE JERRY F. WANDLING AS PARTNER/MANAGING MEMBER
AND TO ADD E. VICTORIA MCCARTY AS PARTNER/MANAGING MEMBER
AS OF JUNE 1, 2006 (SEE ATTACHED DOCUMENT)

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Dated JUNE 19, 2006.

E. Victoria McCarty
Signature of a member or authorized representative of a member

E. VICTORIA MCCARTY

Typed or printed name of signee

Filing Fee: \$25.00

**AGREEMENT FOR TRANSFER OF OWNERSHIP IN
PALMSCAPES LLC**

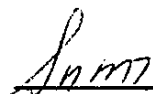

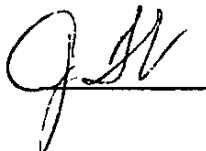
Wherefore, JERRY F. WANDLING (hereinafter WANDLING) wishes to terminate all interests and liabilities that he may have in the Florida limited liability company known as Palmscapes LLC; and

Wherefore, ESTIA VICTORIA McCARTY, (hereinafter McCARTY) wishes to assume all interests and liabilities that WANDLING may have in said Palmscapes LLC; and

Wherefore, SAMUAL N. MYERS, (hereinafter MYERS) wishes to release WANDLING from any and all commitments and liabilities that WANDLING may have made or accepted in the formation and operation of Palmscapes, LLC;

WANDLING, McCARTY, and MYERS hereby agree as follows:

- I. WANDLING hereby agrees to transfer all of his ownership and equity in Palmscapes LLC, both at Law and in Equity, to McCARTY under the following terms:
 - a. That MYERS agrees to release WANDLING and from any and all commitments that WANDLING may have made to MYERS in, and to hold WANDLING harmless from any and all liabilities arising from, the formation and operation of Palmscapes LLC;
 - b. That McCARTY agrees to accept all commitments liabilities of WANDLING, and to hold WANDLING harmless from any and all liabilities, arising out of the formation and operation of Palmscapes LLC, whether existing or arising in the future, and whether real or contingent; and
 - c. That McCARTY agrees, contemporaneously with this agreement, to accept any and all liabilities that WANDLING has or may have under that certain residential lease dated February 14, 2006 for the home located at 13190 Madison Avenue, Largo, FL 33773, and to hold WANDLING harmless from any and all present or future liabilities that may arise out of said lease.
- II. McCARTY hereby agrees, as follows:
 - a. To accept all commitments of WANDLING, and to hold WANDLING harmless from any and all liabilities, arising out of the formation and operation of Palmscapes LLC, whether existing or arising in the future, and whether real or contingent; and
 - b. To execute, contemporaneously herewith, a Residential Lease Assumption, accepting all liabilities that WANDLING has or may have under that certain residential lease dated February 14, 2006 for the home located at 13190 Madison Avenue, Largo, FL 33773, and to hold WANDLING harmless from any and all present or future liabilities that may arise out of said lease.

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- III. MYERS hereby agrees to release WANDLING from any and all commitments that WANDLING may have made to MYERS in, and to hold WANDLING harmless from any and all liabilities arising from, the formation and past, present and future operation of Palmscapes, LLC.
- IV. Under the terms of this agreement, it is the intent of the parties that MYERS and McCARTY shall, from this date forward, have full ownership the business and assets of Palmscapes, LLC, as though they were the sole original members of said limited liability company; and that WANDLING shall be removed as a member and owner of said LLC, as though he had never been a member of, involved with or made any investment in, said LLC, including any and all legal or equitable claims WANDLING may have to any profits and/or assets of said LLC, whether existing on this date or arising at any time in the past or future.
- V. The parties also agree that this document constitutes the whole and complete agreement between the parties and that no other written or oral representations, promises or understandings affect the terms of this Agreement, except that the terms hereof may be amended by written agreement of both parties.
- VI. The parties agree, as of the date of this agreement, that nothing further is owed is owed from Myers, McCarty or Palmscapes, LLC to Wandling, or from Wandling to Myers, McCarty or Palmscapes, LLC.
- VII. The parties agree that they have each been given the opportunity to seek legal advice and counsel prior to affirmation of the terms and conditions of this Agreement. Failure of any party to seek or obtain legal advice and counsel regarding the terms and conditions herein contained does not constitute valid cause for breach of any or all terms of this Agreement, and the Parties shall be bound and liable for all terms and conditions hereof.
- VIII. Each party agrees to take any additional actions necessary to effectuate the terms and conditions of this agreement, including but not limited to signing any additional documents that any party hereafter determines to be necessary to effectuate the terms and conditions of this Agreement. Except that it is understood that nothing in this paragraph shall require any party to sign any document or take any action that requires said party to agree to any term or condition, or engage in any action, that is not clearly and reasonably contemplated by the terms of this agreement.
- IX. In the event that any party seeks legal action to enforce any of the terms and conditions of this agreement, the prevailing party shall be entitled to recover their attorney's fees and costs, including for the appeal of any judicial or mediation decision arising there from. Any such dispute will be resolved by binding arbitration at the request of any party, either before or after filing of a law suit. If the parties are unable to agree to the procedures for such binding arbitration, the parties will each pick one representative, and those two representative will pick a third representative, and those three representatives will select the process for binding arbitration by a majority vote.
- X. The venue for any action to enforce the terms and conditions of this agreement shall be in Pinellas County, Florida, and the applicable law to the interpretation and application of this agreement shall be the law of the State of Florida.

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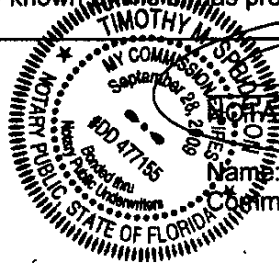
Sam Jim JK

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Jerry F. Wandling Date 6-1-06
Jerry F. Wandling

STATE OF FLORIDA
COUNTY OF PINELLAS

SWORN TO and subscribed before me this 1st day of June, ~~2006~~, by JERRY F. WANDLING, who is personally known by me or has produced identification. Type of identification produced: _____

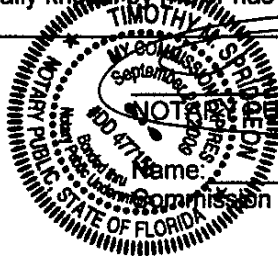


Name: _____ My
Commission Expires: _____

Estia Victoria McCarty Date 06/01/06
Estia Victoria McCarty

STATE OF FLORIDA
COUNTY OF PINELLAS

SWORN TO and subscribed before me this 1st day of June, ~~2006~~, by ESTIA VICTORIA McCARTY, who is personally known by me or has produced identification. Type of identification produced: _____

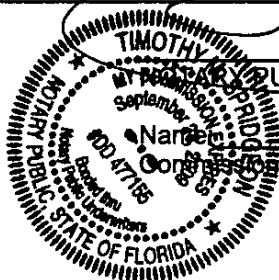


Name: _____ My
Commission Expires: _____

Samuel N. Myers Date 6-1-06
Samuel N. Myers

STATE OF FLORIDA
COUNTY OF PINELLAS

SWORN TO and subscribed before me this 1st day of June, ~~2006~~, by SAMUEL N. MYERS, who is personally known by me or has produced identification. Type of identification produced: _____



Name: _____ My
Commission Expires: _____