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(Requestor's Name)

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(City/State/Zip/Phone #)

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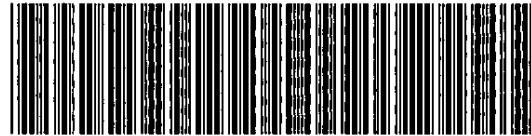
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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10 SEP - 1 AM 11:05

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

D. BRUCE

SEP 02 2010

EXAMINER

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:

OLEGARIO VICENTE

Name of Person

PALMSCAPES L.L.C.

Firm/Company

12890 Automobile Blvd., Bldg. 2, Suite F

Address

Clearwater, FL 33762

City/State and Zip Code

PalmscapesLLC@yahoo.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Olegario Vicente

Name of Person

at (727)

573-3400

Area Code & Daytime Telephone Number

FILED
10 SEP - 1 AM '09
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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.

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on MARCH 14, 2006 and assigned
Florida document number L06000028516.

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 end with the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

PALMSCAPES L.L.C.

12890 Automobile Blvd., Bldg. 2, Suite F

Clearwater, FL 33762

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

PALMSCAPES L.L.C.

12890 Automobile Blvd., Bldg. 2, Suite F

Clearwater, FL 33762

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

Olegario Vicente

New Registered Office Address:

12890 Automobile Blvd., Bldg. 2, Suite F

Enter Florida street address

Clearwater, FL

, Florida

33762

City

Zip Code

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 608, 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.

Olegario Vicente
If Changing Registered Agent, Signature of New Registered Agent

If amending the Managers or Managing Members on our records, enter the title, name, and address of each Manager or Managing Member being added or removed from our records:

MGR = Manager
MGRM = Managing Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
MGRM	Olegario Vicente	12890 Automobile Blvd BLDG 2, SUITE F Clearwater, FL 33762	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove
MGRM	Samuel N. Myers	12890 Automobile Blvd BLDG 2, SUITE F Clearwater, FL 33762	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove

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

To remove Samuel N. Myers as partner/managing member and to add Olegario
Vicente as partner/managing member as of August 30, 2010, or as of the date
the Articles Of Amendment To Articles Of Organization Of Palmscapes LLC are
filed, whichever first occurs (see attached Agreement For Transfer Of Ownership
in Palmscapes LLC)

Dated August 30, 2010

Olegario Vicente
Signature of a member or authorized representative of a member

Olegario Vicente
Typed or printed name of signee

FILED
10 SEP - 1 AM 09
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

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

Wherefore, OLEGARIO VICENTE, (hereinafter VICENTE) wishes to assume all interests and liabilities that MYERS may have in said Palmscapes LLC; and

Wherefore, VICENTE wishes to release MYERS from any and all commitments and liabilities that MYERS may have made or accepted in the formation and operation of Palmscapes LLC;

MYERS and VICENTE hereby agree as follows:

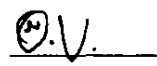
1. MYERS hereby agrees to transfer all of his ownership and equity in Palmscapes LLC, both at Law and in Equity, to VICENTE under the following terms:

- a. Upon receipt from VICENTE, the sum of FIVE THOUSAND and 00/100 DOLLARS (\$5,000.00), MYERS will assign to VICENTE, all of his right, title and interest in Palmscapes LLC including but not limited to any and all rights or claims he has or had in any of the inventory, equipment (which is described in Equipment Inventory attached to this Agreement as Exhibit "A"), accounts receivable, or other assets of Palmscapes LLC;
- b. MYERS agrees to indemnify and hold VICENTE harmless from any and all liabilities to the Internal Revenue Service of the United States of America for past due payroll tax returns from Palmscapes LLC through the date of the signing of this Agreement, in the approximate amount of \$57,000.00, before penalties and interest.
- c. During the period beginning on the date of the signing of this Agreement and ending on August 31, 2012, MYERS will not engage in any business activity that is the same as, substantially similar to, or otherwise competitive with the business of Palmscapes LLC, which is the business of commercial and residential landscape design, installation and maintenance, and complete lawn service within the Tampa Bay area.

2. VICENTE hereby agrees as follows:

- a. On the date of the signing of this Agreement, VICENTE will pay to MYERS, the sum of FIVE THOUSAND and 00/100 DOLLARS (\$5,000.00);
- b. VICENTE agrees to accept and assume liability for the Stipulated Payment Agreement between the Florida Department Of Revenue and Palmscapes LLC for the balance of \$8,518.46, said agreement dated July 27, 2010, and to indemnify and hold MYERS harmless from any and all liability arising out of said agreement;


S.N.M


O.V.

- c. VICENTE agrees to accept and assume liability for the balance owed to Eagle Equipment Rental in the approximate amount of \$2,665.56, and to indemnify and hold MYERS harmless from any and all liability for said balance;
- d. VICENTE agrees to accept and assume liability for the balance owed to Amplex in the approximate amount of \$3,745.99, and to indemnify and hold MYERS harmless from any and all liability for said balance;
- e. VICENTE agrees to accept and assume liability for the balance owed to Larson's Topsoil in the approximate amount of \$1,800.00, and to indemnify and hold MYERS harmless from any and all liability for said balance;
- f. VICENTE agrees to accept and assume liability for the Lease Agreement between Palmscapes LLC and RUBIN AUTOMOBILE BOULEVARD LIMITED, dated April 6, 2009, and the Addendum to Lease #2 dated July 15, 2010, and to indemnify and hold MYERS harmless from any and all liability for any rent, additional rent and any damages, attorney's fees, costs and expenses that may arise in consequence of any default or non-performance by VICENTE as to said Lease Agreement and as to said Addendum to Lease #2;
- g. VICENTE agrees to accept all commitments and liabilities of MYERS and Palmscapes LLC, and to indemnify and hold MYERS 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, except for those liabilities that MYERS has specifically assumed under Paragraph 1 b. of this Agreement;

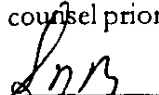
3. Under the terms of this Agreement, it is the intent of the parties that VICENTE shall, from this date forward, have full ownership of the business and assets of Palmscapes LLC, as though he was the sole original member of said limited liability company; and that MYERS shall be removed as a member 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 MYERS 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.

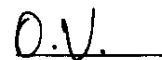
4. The parties also agree that this document constitutes the whole and complete agreement between the parties and that no other written or oral representations, promises or understandings affect the terms of this agreement, except that the terms hereof may be amended by written agreement of both parties.

5. The parties agree that if any one section of this Agreement shall be found to be void or otherwise ineffective, same shall not serve to nullify this entire Agreement and that such sections shall be severable from the Agreement.

6. The parties agree, as of the date of this Agreement, that nothing further is owed from VICENTE or Palmscapes LLC to MYERS, or from MYERS to VICENTE or Palmscapes LLC.

7. 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


S.N.M.


O.V.

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.

8. 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.

9. 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 therefrom. Any such dispute will be resolved by binding arbitration at the request of any party, either before or after the filing of a lawsuit. If the parties are unable to agree to the procedures for such binding arbitration, the parties will each pick one representative, and those two representatives will pick a third representative, and those three representatives will select the process for binding arbitration by a majority vote.

10. 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 laws of the State of Florida.

DATED this 30th day of August, 2010.

Olegario Vicente
OLEGARIO VICENTE

Samuel N. Myers
SAMUEL N. MYERS

STATE OF FLORIDA
COUNTY OF PINELLAS

SUBSCRIBED before me this 30th day of August, 2010, by OLEGARIO VICENTE, who is personally known by me or has produced identification. Type of identification produced:

FL DL

NOTARY PUBLIC-STATE OF FLORIDA
Renee D. Todd
Commission # DD848470
Expires: FEB. 15, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

Renee D. Todd
Notary Public

STATE OF FLORIDA
COUNTY OF PINELLAS

SUBSCRIBED before me this 30th day of August, 2010, by SAMUEL N. MYERS, who is personally known by me or has produced identification. Type of identification produced: FL DL

NOTARY PUBLIC-STATE OF FLORIDA
Renee D. Todd
Commission # DD848470
Expires: FEB. 15, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

Renee D. Todd
Notary Public

EXHIBIT "A"

EQUIPMENT INVENTORY OF PALMSCAPES LLC

1. 2001 Ford F150 Supercrew - 1FTRW07L21KB86670
2. 1997 Dodge Ram Van - B2500 - 2B7HB21X3VK540114
3. 1992 Ford F Super Duty - 2FDLF47M9NCA27933
4. Exmark Mower - 396761 - 36" cut
5. Exmark Mower - 487831 - 36" cut
6. Scag Zero Turn Mower - 8521926 - 48" cut
7. Exmark Mower - 245002 - 40" cut
8. (3) Push Mowers - 24" cut
9. 200 gallon Lesco Spray Tank - 7046081C182220004
10. One Spill Kit
11. One 30' ladder extension
12. Three wheel barrows
13. Two steel edgers
14. Two steel weed eaters
15. Three steel blowers
16. Two 6' step ladders
17. Three 18' landscape trailers
18. One steel pole saw
19. One Echo pole saw
20. One light electric welder
21. Assorted hand tools, including but not limited to shovels, picks, hammers, racks, pruners, and two electric impact wrenches
22. Assorted office furniture located at 12890 Automobile Blvd., Bldg. 2, Suite F, Clearwater, FL 33762

