

W07000021818

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

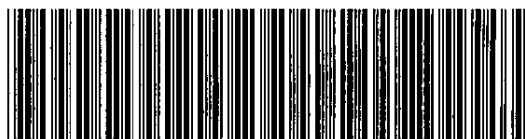
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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TALLAHASSEE, FLORIDA

T. CLINE

MAR 10 2009

EXAMINER

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: Starz Enterprises, 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:

Sarabia Tiller
(Name of Person)

Starz Enterprises, LLC
(Firm/Company)

239 N. Tyndale Parkway
(Address)

Panama City, FL 32404
(City/State and Zip Code)

For further information concerning this matter, please call:

Sarabia Tiller at (850) 481-0221
(Name of Person) (Area Code & Daytime Telephone Number)

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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**

Starz Enterprises, LLC
(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 02/26/2007 and assigned Florida document number L07000021818.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

N/A

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)

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

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:

New Registered Office Address:

Cori Stallworth
6409 Lakeanna Circle
(Enter Florida street address)
Pompano Beach, Florida 33064
(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.


(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

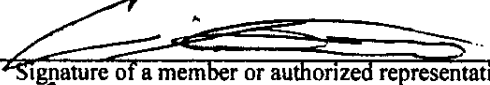
<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
MGRM	Barbara Long	1411 Fairland Avenue Panama City, FL 32401	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
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D. If amending any other information, enter change(s) here: (Attach additional sheets, if necessary.)

See attached pages

Dated _____


Signature of a member or authorized representative of a member
Cori L. Stallworth
Typed or printed name of signee

LLC TRANSFER AGREEMENT, AND GENERAL RELEASE

This LLC Transfer Agreement and General Release ("Agreement") is made and entered into by and among Barbara Long ("Long"), and Starz Enterprises LLC, a Florida limited liability Company ("Company"). The above named are collectively referred to herein as the "parties".

RECITALS

WHEREAS, Long currently owns a one-third interest in the Company and has worked at the Company performing legal services;

WHEREAS, Long has been responsible for a percentage of the revenue generated for The Company;

WHEREAS, the parties seek to discontinue their business relationship and to effectuate an amicable transference that will allow each to move forward with profitable businesses in the future without acrimony;

WHEREAS, Long has resigned as a partner/employee of the Company; and

WHEREAS, the parties now wish to settle fully and finally any and all claims known and unknown, as they relate to their business dealings;

NOW, THEREFORE, in consideration of the terms, conditions, and promises set forth herein, it is agreed as follows:

TERMS

1. **Purpose.** This Agreement reflects the decision of Long to separate from the Company and the Company's decision to continue doing business. The parties acknowledge that the execution of this Agreement is not and shall not be construed in any way as an admission of wrongdoing or liability on the part of any of the parties or the remaining members of the Company. This Agreement is made merely to avoid the expense, delay, and burden of litigation, and to allow the Parties to move forward in a constructive manner.
2. **Payments due and billed.** To the extent that Customers have been billed by the Company for work provided prior to the signing of this agreement all payments will belong to the Company. Any payments for funds due to the Company will be forwarded to the Company immediately. Further, all funds accepted shall remain the exclusive property of the Company.
3. **Non-Disparagement** The Company, shall make no disparaging or negative remarks, in any media, oral or written, direct or implied, about Long, either personally or about her professional abilities or reputation. Similarly, Long shall also refrain from making any disparaging or negative remarks, in any media, oral or written, direct or implied, about the Company or Company members. The Company and Long jointly agree that upon any

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inquiry by third persons, they shall recite that Long left the Company to pursue other goals.

4. **Return of Items to the Company.** Within five days of execution of this Agreement, Long will return the all property belonging to The Company:
5. **Return of Items to Long.** Within five days of execution of this Agreement, all items belonging to Long shall be returned.
6. **Transfer of interest from Long.** Long agrees to transfer all of her interest in the Company back to the Company. Long will cease to be liable for any the Company obligations.
7. **Release of Liability.** The Company hereby releases Long from any contractual or other financial liability of the Company existing as of the Agreement Date specifically excluding any personal tax liability of Long. The Company hereby releases Long from any liability of the Company from actions of it members in tort existing as of the date of execution of this Agreement, and the Company, jointly and severely, will indemnify, hold harmless and defend Long from such liability in tort. In making this promise, the Company is relying upon Long's representation that she is not aware of any liability in tort. In return Long agrees to indemnify, hold harmless and defend the Company and the members from any liability arising from claims resulting from Long's actions or negligence.
8. **Insurance Policies.** The parties acknowledge that the Company holds policies for Workman's Compensation, and Business general liability insurance. The Parties agree that the Company will continue to hold and maintain those polices and that Long will be removed from each policy immediately.
9. **Outstanding debts.** The Parties acknowledge that there remains outstanding debt that the Company is obligated to pay and that the exact amount of these debts is not known. These debts included but are not limited to the legal fees taxes credit debt and other debts. The company agrees to assume responsibility to continue to pay said outstanding debts..
10. **Taxes.** The Parties acknowledge that the Company has filed taxes for 2007 and that the Members are each responsible for their own personal shares of the profits documented on the return. The parties further acknowledge that the Company will owe taxes for 2008 and 2009 that each of the parties will be responsible for their respective share to the profits. The Company will contract for accounting services to complete the Company tax return for 2008 and 2009 as soon as practicable and within the limits of the filing time frames, acknowledging that an extensions for filing dates are permissible. The parties will be responsible for the taxes due on the profits as based on ther respective shares of the profits.

11. **Confidentiality.** The parties warrant and promise that except as expressly set forth herein, the terms of this Agreement shall remain confidential. The parties shall not disclose, discuss or in any way disseminate any information concerning the terms of this Agreement except as necessary to a tax advisor bookkeeper or accountant.
12. **Successors.** This Agreement shall be binding upon the parties, and their heirs, spouses, representatives, executors, administrators, successors, and assigns.
13. **Full and Independent Knowledge.** The parties, each of them individually, represent that they have read this Agreement; have reviewed this Agreement with their attorney(s), and have had such attorneys explain each provision to them; fully understand each and every provision of this Agreement; and have voluntarily, on their own accord, executed this Agreement. The parties, each of them individually, acknowledge that in entering into this Agreement, they are giving up possible future administrative and/or legal claims. **THE PARTIES, ALSO ACKNOWLEDGE THAT EACH HAS BEEN ADVISED TO CONSULT AN ATTORNEY BEFORE EXECUTEING THIS AGREEMENT.**
14. **Ownership of Claims.** The parties represent that they have not transferred or assigned, or purported to transfer or assign, either jointly or severally, to any person or entity any claim, or any portion thereof or interest therein, related in any way against this agreement
15. **Miscellaneous.**

The language of all parts in this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either party.

Should any provision in this Agreement be declared or determined to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and the illegal or invalid part, term, or provision shall be deemed not to be part of this Agreement, and all remaining provisions shall remain valid and enforceable.

This Agreement sets forth all of the obligations of the parties and fully supersedes any and all prior agreements and understandings between the parties pertaining to the subject matter of this Agreement.

This Agreement may be executed in one or more counterparts by the parties, and copies of signatures transmitted by facsimile shall be considered duly and fully executed. All counterparts shall be construed together and shall constitute one agreement. It shall be effective on the date executed.

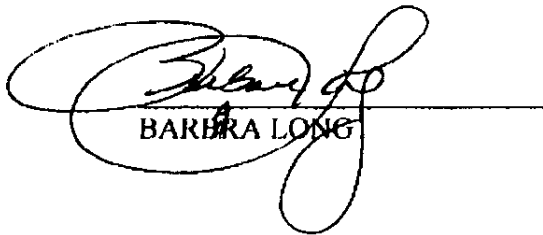
Florida law shall control this Agreement, including but not limited to its interpretation, amendment, all rights created hereunder, all remedies available to the parties, conflicts, procedural questions, and the like. Venue for any proceedings shall be lodged in Bay County.


SARABIA J. TILLER

Date: 3/1/08ST


CORI L. STALLWORTH

Date: 3/1/09


BARBARA LONG

Date: 3/1/09

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