

L080007071254

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

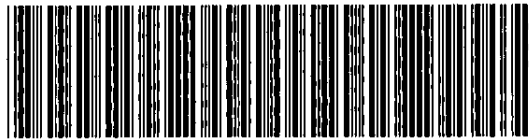
(Business Entity Name)

(Document Number)

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FILED
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DIVISION OF CORPORATIONS
10 APR 21 PM 3:37

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10 APR 21 PM 2:01
DIVISION OF STATE
TALLAHASSEE, FLORIDA

B. KOHR

APR 21 2010

EXAMINER



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195
REFERENCE : 357467 7283117
AUTHORIZATION : *[Signature]*
COST LIMIT : \$ 35.00

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
10 APR 21 PM 3:37

ORDER DATE : April 21, 2010

ORDER TIME : 12:16 PM

ORDER NO. : 357467-005

CUSTOMER NO: 7283117

DOMESTIC AMENDMENT FILING

NAME: HIGHLANDS COUNTY PROPERTY, LLC

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT
 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Susie Knight -- EXT# 2956

EXAMINER'S INITIALS: _____

ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
10 APR 21 PM 3:37

Highlands COUNTY PROPERTY, 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 7/23/2008 and assigned
Florida document number L08000071254.

This amendment is submitted to amend the following:

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

SAME NAME

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)

120 East Oakland Park Blvd.
Suite 105,,Ft. Lauderdale, FL 33334

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

same as above

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:

Donald R. LeGault

New Registered Office Address:

120 East OaklandPark Blvd - Suite 105

Enter Florida street address

Ft. Lauderdale, FL

Florida

33334

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.

see attached

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	John Bloodsworth	51700 US 27 Clewiston, FL 33440	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
MGRM	Mark Campbell	P.O. Box 10, Maggie Valley, NC 28751	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
MGRM	Ken Lucas	349 Ranchero Drive Sebring, Florida 33853	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
MGRM -RA	Donald R. LeGault	120 East Oakland Park Blvd. #105 Ft. Lauderdale, FL 33334	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove
MGRM	Leonard Gross	13050 Bridgeford Ave Bonita Springs, FL 34135	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove
MGRM	Patricia A. Gross	13050 Bridgeford Avenue Bonita Springs, FL 34135	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove

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

Dated 4/21/10

See attached

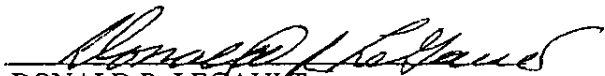
Signature of a member or authorized representative of a member

Typed or printed name of signee

**CHANGE OF REGISTERED AGENT OF
HIGHLANDS COUNTY PROPERTY, LLC, LIMITED LIABILITY COMPANY**

The undersigned authorized representative of HIGHLANDS COUNTY PROPERTY, LLC, Limited Liability Company (the "Company") hereby states that the registered agent of the Company is changed from Charles Diez, Jr., whose address is 737 South Indiana Avenue, Englewood, Florida 34223 to Donald R. LeGault, whose address is 120 East Oakland Park Boulevard, Suite 105, Fort Lauderdale, Florida 33334. The change of registered agent is effective immediately upon filing of this document.

Such change was authorized by affirmative vote of a majority of the members (or as otherwise provided in the articles or Operating Agreement).



DONALD R. LEGAULT
120 East Oakland Park Boulevard
Suite 105
Fort Lauderdale, Florida 33334
April 16th, 2010

**ASSIGNMENT OF MEMBERSHIP LLC RIGHTS
HIGHLANDS COUNTY PROPERTY, LLC**

THIS ASSIGNMENT OF LLC MEMBERSHIP INTEREST (this "Assignment"), is made this 8 day of April, 2010, by and between John Bloodsworth, 51700 U.S. 27, Clewiston, Florida 33440, Mark Campbell, P.O. Box 10, Maggie Valley, North Carolina 28751, and Ken Lucas, 349 Ranchero Drive, Sebring, Florida 33853 (the "Assignors"), and Leonard Gross and Patricia A. Gross, husband and wife, 13050 Bridgeford Avenue, Bonita Springs, Florida 34135, as to a one-half (1/2) interest and Donald R. LeGault, 120 East Oakland Park Boulevard, Suite 105, Fort Lauderdale, Florida 33334, as to a one-half (1/2) interest (the "Assignees").

PREAMBLE

WHEREAS, the Assignors are the owners of 100% of the Membership Rights (the "Membership Rights") in HIGHLANDS COUNTY PROPERTY, LLC, a Florida limited liability company (the "Company");

WHEREAS, the Assignors desire by this Assignment to assign to the Assignees all of the Membership Rights, and the Assignees desire by this Assignment to accept the same,

NOW, THEREFORE, FOR AND IN CONSIDERATION of the payment by the Assignees to the Assignors of the sum of Ten Dollars (\$10.00), and for other good and valuable consideration, the receipt and adequacy of which are acknowledged by each party, the parties agree as follows:

1. ASSIGNMENT.

Effective as of APRIL 8TH, 2010 (the "Effective Date") the Assignors assign to the Assignees and the Assignees accept and assume from the Assignors (a) the Membership Rights (so that from and after the Effective Date, and until any other or further assignment made, the Assignors shall have a 100% Membership Rights, and (b) any and all right, title, and interest that the Assignors have to any of the Company's assets, with respect to the Membership Rights so assigned.

2. REPRESENTATIONS.

2.1. By Assignors. To induce the Assignees to accept the delivery of this Assignment, the Assignors hereby represent and warrant to the Assignees that, on the date hereof and at the time of such delivery:

2.1.1. The Assignors are the sole legal and beneficial owners of the Membership Rights. The Assignors has not sold, transferred, or encumbered any or all of the Membership Rights. The Assignors have the full and sufficient right at law and in equity to transfer and assign the Membership Rights, and are transferring and assigning the Membership

Rights to the Assignees free and clear of any and all right, title, or interest of any other person whatsoever.

2.1.2. The Assignors have been given no notice of any default by the Assignors and, to the best of the Assignors' knowledge, information, and belief, the Assignors are not in default in performing those obligations.

2.1.3. Assignors represent that the capital account balance in the Company as of the Effective Date is \$ 397,000.00.

2.2. *By Each Party.* Each party represents and warrants to the other that it has been duly authorized to execute and deliver this Assignment, and to perform its obligations under this Assignment.

3. *INDEMNIFICATION.*

3.1. *Assignors.* The Assignors shall defend, indemnify, and hold harmless the Assignees from and against and from any and all liability, claim of liability, or expense arising out of: (a) any default by the Assignors in performing its obligations occurring before the Effective Date, and (b) any and all liability or expense of the Company arising before the Effective Date.

3.2. *By Assignees.* The Assignees shall defend, indemnify, and hold harmless the Assignors against and from any and all liability, claim of liability, or expense arising out of: (a) any default by the Assignees in performing its obligations under the provisions of the Operating Agreement occurring after the Effective Date, and (b) any and all liability, claim of liability, or expense of the Company arising after the Effective Date. The Assignees, on behalf of the Company, also hereby releases any and all claims the Company has or may have against the Assignors, except to the extent inconsistent with Section 3.1 hereof.

4. *NOTICES.* Any notice, demand, consent, approval, request, or other communication or document to be provided hereunder to a party hereto shall be (a) in writing, and (b) deemed to have been provided (i) forty-eight (48) hours after being sent as certified or registered mail in the United States mail, postage prepaid, return receipt requested, to the address of the party set forth in this Assignment or to any other address in the United States of America as the party may designate from time to time by notice to the other party, or (ii) upon being given by hand or other actual delivery to the party.

5. *MISCELLANEOUS.*

5.1. *Effectiveness.* This Assignment shall become effective on and only on its execution and delivery by each party.

5.2. *Complete understanding.* This Assignment represents the complete understanding between the parties as to the subject matter hereof, and supersedes all prior

negotiations, representations, guarantees, warranties, promises, statements, or agreements, either written or oral, between the parties hereto as to the same.

5.3. *Amendment.* This Assignment may be amended by and only by an instrument executed and delivered by each party.

5.4. *Waiver.* No party shall be deemed to have waived any right that it holds hereunder unless the waiver is made expressly and in writing (and, without limiting the generality of the foregoing, no delay or omission by any party in exercising any such right shall be deemed a waiver of its future exercise). No waiver shall be deemed a waiver as to any other instance or any other right.

5.5. *Applicable law.* All questions concerning the construction, validity, and interpretation of this Assignment and the performance of the obligations imposed hereby shall be governed by the internal law, not the law of conflicts, of the State of Florida.

5.6. *Headings.* The headings of the Sections, subsections, paragraphs, and subparagraphs hereof are provided herein for and only for convenience of reference, and shall not be considered in construing their contents.

5.7. *Construction.* As used herein, (a) the term "person" means a natural person, a trustee, a corporation, a partnership, and any other form of legal entity; and (b) all reference made (i) in the neuter, masculine, or feminine gender shall be deemed to have been made in all genders, (ii) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, and (iii) to any Section, subsection, paragraph, or subparagraph shall, unless therein expressly indicated to the contrary, be deemed to have been made to such Section, subsection, paragraph, or subparagraph of this Assignment.

5.8. *Assignment.* This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns hereunder.

5.9. *Severability.* No determination by any court, governmental body, or otherwise that any provision of this Assignment or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other provision thereof or (b) that provision in any circumstance not controlled by the determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

5.10. *Further Assurances.* The parties shall cooperate with each other and shall execute and deliver, or cause to be delivered, all other instruments and shall take all other actions, as either party hereto may reasonably request from time to time in order to effectuate the provisions hereof.

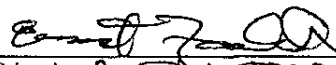
5.11. *Assumption and indemnification.* From and after the Effective Date, the Assignees shall indemnify the Assignors against any expense incurred by them in connection


with the Assignees' admission and substitution as a Member (including, by way of example rather than of limitation, any expense incurred in preparing and filing for record any amendment of the Company's Articles of Organization, and any other instrument, if necessitated by the admission and substitution.


IN WITNESS WHEREOF, each party hereto has executed this Assignment or caused it to be executed on its behalf by its duly authorized representatives, the day and year first above written.

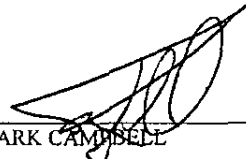
Witnesses:

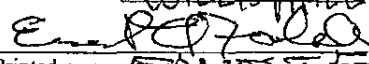
ASSIGNORS:


Printed name: ERNEST FOERSCH


Printed name: JOHN BLOODSWORTH


Printed name: WILLIS MILLER


Printed name: MARK CAMPBELL

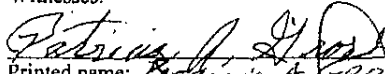

Printed name: ERNEST FOERSCH

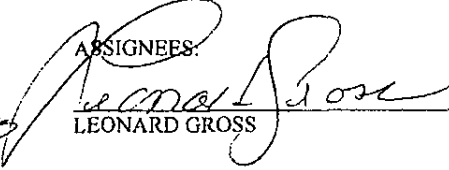
Printed name: _____ KEN LUCAS

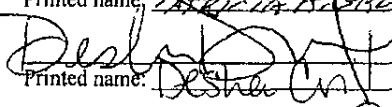
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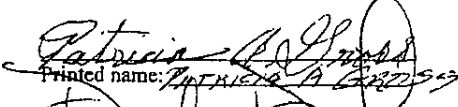
Witnesses:


ASSIGNEES:

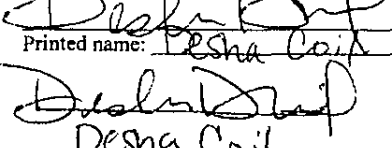

Printed name: PATRICIA A. GROSS

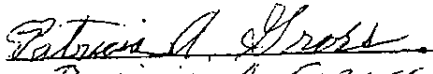

Printed name: LEONARD GROSS


Printed name: Desha Coil


Printed name: PATRICIA A. GROSS


Printed name: DONALD R. LEGAULT


Printed name: Desha Coil


Printed name: PATRICIA A. GROSS

with the Assignees' admission and substitution as a Member (including, by way of example rather than of limitation, any expense incurred in preparing and filing for record any amendment of the Company's Articles of Organization, and any other instrument, if necessitated by the admission and substitution.

IN WITNESS WHEREOF, each party hereto has executed this Assignment or caused it to be executed on its behalf by its duly authorized representatives, the day and year first above written.

Witnesses:

ASSIGNORS:

Printed name: _____

JOHN BLOODSWORTH

Printed name: _____

Printed name: _____

MARK CAMPBELL

Printed name: _____

Printed name: WILLIAM CARTER

KEN LUCAS

Printed name: ERNEST F. JOEL

Witnesses:

ASSIGNEES:

Printed name: _____

LEONARD GROSS

Printed name: _____

Printed name: _____

DONALD R. LEGAULT

Printed name: _____