

LD9000026350

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

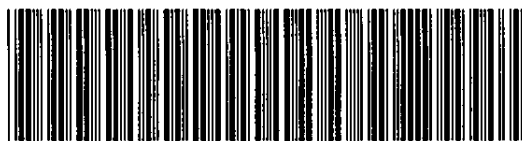
(Document Number)

Certified Copies _____ Certificates of Status _____

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OCT 25 2012
EXAMINER



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10/23/12--01029--002 **25.00

FILED
12 OCT 23 PM 12:04
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: PlumbEx Orlando, 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:

Brenda Richardson
Name of Person

PlumbEx Orlando LLC.
Firm/Company

18 Cardman
Address

Orlando, FL 32807
City/State and Zip Code

C.PlumbExOrlando.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Brenda Richardson at (407) 719-3688
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**

Plumbex Orlando, 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 3/17/09 and assigned
Florida document number LO9000026350.

This amendment is submitted to amend the following:

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

NA

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)

Brenda Richardson
18 Cardamon St
Orlando, FL 32805
(32805)

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

1022 Brockway Ave
Orlando FL 32807

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:

Brenda Richardson

New Registered Office Address:

18 Cardamon

Enter Florida street address

Orlando

City

Florida

32805

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

Title	Name	Address	Type of Action
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mgr /owner	Brenda Richardson	1022 Brackley Ave Orlando, FL 32807	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove
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mgr /owner	Traci H. O'Brien	2120 Homewood Dr Orlando, FL 32809	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
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			<input type="checkbox"/> Add <input type="checkbox"/> Remove
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			<input type="checkbox"/> Add <input type="checkbox"/> Remove
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			<input type="checkbox"/> Add <input type="checkbox"/> Remove
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			<input type="checkbox"/> Add <input type="checkbox"/> Remove
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D. If amending any other information, enter change(s) here: (Attach additional sheets, if necessary.)

Dated

 10/15/12

Signature of a member or authorized representative of a member

Brenda Richardson
Typed or printed name of signee

ASSIGNMENT OF LIMITED LIABILITY COMPANY INTEREST

THIS ASSIGNMENT OF LIMITED LIABILITY COMPANY INTEREST (this "**Assignment**") is effective as of October 10, 2012 by Traci H. O'Brian (hereinafter referred to as "**Assignor**"), to and in favor of Brenda Richardson (hereinafter collectively referred to as "**Assignee**").

Explanatory Statements:

Pursuant to an LLC Interest Purchase and Sale Agreement of even date herewith by and between Assignor and Assignee, Assignor has agreed to transfer and assign to Assignee all of its limited liability company interest in PlumbEx Orlando, LLC, a Florida limited liability company (the "**LLC**"), which interest represents 100.0% of the limited liability company interests in the LLC;

NOW, THEREFORE, in consideration of the matters set forth in the Explanatory Statements and the terms and conditions of this Assignment, Assignor and Assignee agree as follows:

1. **Assignment.** Assignor hereby assigns, transfers and sets over to Assignee, their successors and assigns, all of Assignor's right, title and interest in, under and to all of its limited liability company interest and all its other ownership interests of every kind in the LLC (the "**Assigned Interest**").

2. **Assumption.** Assignee hereby assumes all of Assignor's right, title and interest in, under and to the Assigned Interest.

3. **Withdrawal.** Effective as of the date hereof, Assignor hereby withdraws from the LLC as a member and officer thereof.

4. **General Provisions.**

(a) Assignor hereby covenants with and warrants to Assignee that Assignor is the owner of the Assigned Interest and that Assignor has good and lawful right to assign and convey the Assigned Interest to Assignee hereunder;

(b) Assignor and Assignee hereby agree to execute and deliver promptly upon request of the other party hereto such further agreements or instruments necessary or appropriate to complete the assignment and transfer of the Assigned Interest to Assignee as contemplated.

(c) This Assignment shall be construed in accordance with the laws of the State of Florida, exclusive of the choice of laws rules thereof.

(d) This Assignment shall bind and inure to the benefit of the respective heirs, successors, assigns, personal representatives and grantees of the parties hereto.

5. Representation and Warranty of Buyer. Buyer represents and warrants to Seller that Buyer has full right, power and authority to execute this Agreement, and to perform its obligations hereunder.

6. Accounts and Receivables. All monies received by Seller, Buyer or the LLC with respect to accounts receivable and/or projects that began prior to Closing shall be deposited into the LLC account with Suntrust Bank (Acct. #1000095568126) for the benefit of Seller. Seller shall be entitled to remain a signor on said account for up to sixty (60) days after Closing in order to collect such receivables and close out the accounting related to Seller's ownership of the LLC and sale of the LLC Interest. Said account shall be closed within said sixty (60) day period. Buyer shall be entitled to all new accounts receivable for the LLC related to projects commenced subsequent to the date of Closing.

7. Indemnity. Seller shall indemnify Buyer against any and all claims, demands, losses, and liabilities respecting the LLC, including interest, penalties, and reasonable attorney's fees, that Buyer shall incur by reason of Seller's breach of any representation or warranty contained in this Agreement. Seller's obligation to indemnify Buyer pursuant to this Section 6 shall survive Closing for a period of one (1) year; provided, however, that Seller's obligation to indemnify Buyer shall not apply to any claims resulting from plumbing work performed by Christopher Parham, whether performed prior to or after Closing.

8. Consent. In compliance with the organizational documents of the LLC, the Seller hereby consents to and authorizes the sale and assignment of the LLC Interest as contemplated herein.

9. Entire Agreement. This Agreement contains the entire agreement between the parties pertaining to the subject matter set forth herein and the parties have not made any representations or warranties to each other, either oral or written, other than contained herein or in the documents contemplated hereunder.

10. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida, exclusive of the choice of law rules thereof.

11. Attorney's Fees. In the event of any litigation arising out of or relating to this Agreement, the substantially prevailing party shall be entitled to all of the reasonable attorney's fees, costs and expenses incurred by such party in connection with any such proceeding, whether at the trial or appellate level.

12. Counterparts. This Agreement may be executed in one or more counterparts and transmitted by facsimile transmission, and each of such counterparts, whether an original or a facsimile of an original, will be deemed to be an original and all of such counterparts together will constitute a single agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first written above.



"Seller"

Traci H. O'Brian

10/10/12
Date

The foregoing instrument was acknowledged before me this 10/10/12 by Traci O'Brian who is personally known to me.

Notary

Commission No. EE181466

State of FL, County of Orange

My commission expires 3/21/16

"Buyer"

Brenda Richardson

10/10/12
Date

The foregoing instrument was acknowledged before me this 10/10/12 by Brenda Richardson who produced R263-072-62515 as identification.

DL#

Notary

Commission No. EE181466

State of FL, County of Orange

My commission expires 3/21/16



Exhibit A

Assignment of Limited Liability Company Interest

LLC INTEREST PURCHASE AND SALE AGREEMENT

THIS LLC INTEREST PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made and entered into as of the 10th day of October, 2012, by and between Traci H. O'Brian ("**Seller**") and Brenda Richardson ("**Buyer**").

Explanatory Statements:

WHEREAS, Seller is the sole member and owner of PlumbEx Orlando, LLC, a Florida limited liability company (the "**LLC**"); and

WHEREAS, Seller owns one hundred percent (100.0%) of the limited liability company interests in the LLC (the "**LLC Interest**"); and

WHEREAS, Seller has agreed to sell, and Buyer has agreed to purchase the LLC Interest pursuant to the terms of this Agreement;

NOW, THEREFORE, for and in consideration of the matters set forth in the Explanatory Statements and the mutual covenants and agreements set forth below, Buyer and Seller agree as follows:

1. **Purchase and Sale of the LLC Interest.** Seller hereby agrees to sell the LLC Interest to Buyer and Buyer hereby agrees to purchase the LLC Interest from Seller.

2. **Purchase Price; Payment.** The purchase price for the purchase and sale of the LLC Interest hereunder will be a total of One Dollar (\$1.00) (the "**Purchase Price**"). Buyer shall pay the Purchase Price to Seller in cash or immediately available funds at Closing.

3. **Closing.** The closing of the purchase and sale transaction contemplated hereunder (the "**Closing**") will take place simultaneously with the execution hereof. At the Closing, Seller and each Buyer shall execute and deliver an Assignment of Limited Liability Company Interest transferring the LLC Interest to Buyer in the form attached hereto as **Exhibit A** (the "**Assignment**") and, thereupon, Buyer shall pay the Purchase Price to Seller.

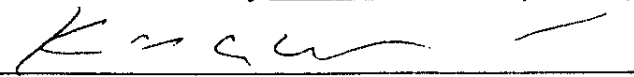
4. **Representations and Warranties of Seller.** Seller represents and warrants to Buyer as follows: (i) Seller has good and marketable title to the LLC Interest to be transferred hereunder, (ii) Seller has full right, power and authority to execute this Agreement, as well as the other documents to be executed by Seller under the terms of this Agreement, and to transfer the LLC Interest to Buyer pursuant to the terms of this Agreement, (iii) the LLC does not have any outstanding debts, credit card balances, lines of credit, past due taxes or other unaccounted for liabilities aside from the approximately \$20,000 currently owed to suppliers of the LLC (herein the "**Obligations to Suppliers**"), and (iv) Seller will, at the Closing, transfer full title to the LLC Interest to Buyer free and clear of any and all liens, claims and encumbrances of any kind or nature whatsoever, other than the Obligations to Suppliers, pursuant to the Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment below effective as of the day and year first written above.

"Assignor"


Traci H. O'Brian
10/10/12
Date


The foregoing instrument was acknowledged before me this 10/10/12 by Traci O'Brian who is personally known to me.


Notary



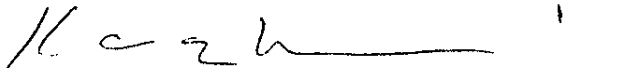
Commission No. EE181466
State of FL, County of Orange
My commission expires 3/21/16

"Assignee"


Brenda Richardson
10/10/12

The foregoing instrument was acknowledged before me this 10/10/12 by Brenda Richardson who produced RZ63-072-62-515-0 as identification.

DL#


Notary



Commission No. EE181466
State of FL, County of Orange
My commission expires 3/21/16