

L69000045773

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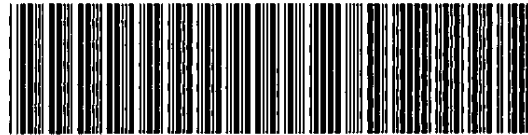


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B. KOHR

SEP 21 2011

EXAMINER



000212268730

09/19/11--01023--001 **25.00

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DIVISION OF CORPORATIONS

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: American Auto Sales of Crystal River, 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:

Jerry Clawson

Name of Person

American Auto Sales of Crystal River, LLC

Firm/Company

109 S. Babcock St

Address

Melbourne, FL 32901

City/State and Zip Code

JCLAWSON@aol.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Jerry Clawson

Name of Person

at (321) 821-4770

Area Code & Daytime Telephone Number

Enclosed is a check for the following amount:

- | | | | |
|--|--|--|--|
| <input checked="" type="checkbox"/> \$25.00 Filing Fee | <input type="checkbox"/> \$30.00 Filing Fee & Certificate of Status | <input type="checkbox"/> \$55.00 Filing Fee & Certified Copy (additional copy is enclosed) | <input type="checkbox"/> \$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

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

AMERICAN AUTO SALES OF CRYSTAL RIVER, LLC

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

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The Articles of Organization for this Limited Liability Company were filed on 5/12/2009 and assigned
Florida document number L09000045773.

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:

N/A

New Registered Office Address:

Enter Florida street address

Florida

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.

N/A

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> |
|--------------|-------------|----------------|---|
| _____ | _____ | _____ | <input type="checkbox"/> Add <input type="checkbox"/> Remove |
| _____ | _____ | _____ | <input type="checkbox"/> Add <input type="checkbox"/> Remove |
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| _____ | _____ | _____ | <input type="checkbox"/> Add <input type="checkbox"/> Remove |

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

American Auto Sales of Crystal River, LLC
Indemnification Agreement To
DONNA CLAWSON Former Owner & Manager

EFFECTIVE 7/15/2011

Dated 9/14/, 2011.

[Signature]
Signature of a member or authorized representative of a member
Jerry Clawson, Manager, LLC
Typed or printed name of signee

INDEMNIFICATION AGREEMENT

THIS INDENIFICATION AGREEMENT is entered into this 14 day of September, 2011 by and among Donna Clawson, an individual with a principal place of residence at 871 Indian River Drive, Melbourne, FL 32935 (hereinafter "Indemnified Party") and American Auto Sales of Crystal River, LLC (hereinafter "Auto"), with a principal place of business at 109 S. Babcock Street, Melbourne, FL 32901 and Jerry Clawson, an individual and sole owner and Managing Member of Auto (hereinafter "Clawson"), with a business address of 109 S. Babcock Street, Melbourne, FL 32901 (collectively hereinafter "Indemnifying Party").

Whereas Indemnatee was a Managing Member of Auto and conducted business on behalf of Auto until her resignation from Auto on July 15, 2011 and ceased to be responsible for any activity of Auto from July 15, 2011 and thereafter; and

Whereas, Clawson became the Managing Member of Auto on close of business July 15, 2011 and responsible for conducting the business of Auto at all times after July 15, 2011;

Now Therefore the parties hereto agree as follows:

- 1. Indemnification.** Indemnifying Party agrees to indemnify and hold Indemnified Party harmless from any and all liability, loss, damage, claim or expense of any kind, including costs and attorneys' fees which result from any acts or omissions by Indemnifying Party, its agents or employees, in connection with the duties and obligations of the conduct of the business of Auto, namely the wholesale or retail sale, purchase, repair, scraping, financing, repossessing, gifting, discounting, trading, damaging or destroying of automobiles for any reason whatsoever after July 15, 2011.
- 2. Notice.** If a claim by a third party is made against an indemnified party and if such party intends to seek indemnity with respect thereto under this Agreement from the Indemnifying Party, the Indemnified Party shall promptly, but in any event, within ten (10) business days, notify the Indemnifying Party in writing of such claims setting forth such claims in reasonable detail. The failure to give such notice shall not relieve the Indemnifying Party of any liability hereunder except to the extent that the Indemnifying Party is actually prejudiced thereby. The Indemnifying Party shall have thirty (30) days after receipt of such notice to undertake, conduct and control, through counsel of its own choosing and at its own expense, the settlement or defense thereof (except in such instances where the settlement includes other than strictly the payment of money, in which case such settlement shall not be entered into without the written consent of the Indemnified Party, which consent shall not be unreasonably withheld or delayed). An Indemnifying Party's undertaking to conduct and control the settlement and defense of such a claim shall constitute an acknowledgement of such Indemnifying Party's obligation hereunder to indemnify the Indemnified Party against such claim. The Indemnified Party may participate in (but not control) such settlement or defense through counsel chosen by such Indemnified Party; provided, that, the fees and expenses of such counsel shall be borne by such Indemnified Party. If the Indemnifying Party does not notify the Indemnified Party in writing within thirty (30) days after the receipt of the Indemnified Party's notice of a claim of indemnity hereunder that it elects to undertake the defense thereof, the Indemnified Party shall have the right to contest, settle or compromise the claim but shall not thereby waive any right to indemnity therefor pursuant to this Agreement.

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3. **Other Matters.** The provisions of this Agreement are subject to the rights of any Indemnified Party's insurer which may be defending any such claim. If the Indemnifying Party makes any payment hereunder of a Loss, the Indemnifying Party shall be subrogated, to the extent of such payment, to the rights of the Indemnified Party against any insurer or third party with respect to such Loss. Nothing in this Paragraph 3 shall be deemed to obligate any Person to maintain any insurance or to pursue any claim against any insurer or third party.
4. Notwithstanding anything to the contrary contained in this Agreement, (i) any indemnification owed under this Agreement shall be reduced by the amount of any reimbursement actually received by an Indemnified Party from any insurance carriers or from third parties; (ii) the amount of any payment to Buyer by Seller on account of indemnification for Losses relating to taxes shall be reduced or increased, as appropriate, by the amount of any corresponding federal, state, local, foreign or other income tax benefit or income tax cost actually received or paid by Buyer from payment of the liability upon which the claim for indemnification is based or from payment to Buyer of the amount of the indemnity payment.
5. **Cooperation in Defending Claims.** Each party to this Agreement shall cooperate in every reasonable way with the party or parties assuming responsibility for the defense and disposition of any claim of indemnity hereunder, including making available to the defending party reasonable access during normal business hours, upon reasonable notice and in such a manner as shall not unreasonably interfere with the conduct of the other party's business, all books, records, operating instructions and procedures, and other information as the defending party may from time to time reasonably request in order to defend such claim, including the right to make copies of such books, records and other documents and to discuss with such third Persons, including, without limitation, the directors, officers, employees, accountants, counsel, suppliers, customers and creditors, of the other parties, as the defending party considers necessary or appropriate for the purpose of defending such claim. The access provided by this Paragraph 5 shall be subject to the obligations of confidentiality and return of information obligations set forth Paragraph 10 hereof.
6. **Amendments; Waivers.** This Agreement may be amended only by agreement in writing of the parties to the Agreement. No waiver of any provision nor consent to any exception to the terms of this Agreement or any agreement contemplated hereby shall be effective unless in writing and signed by the party to be bound and then only to the specific purpose, extent and instance so provided.
7. **Governing Law; Choice of Forum; Consent to Personal Jurisdiction.**
 - (a) This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Florida .
 - (b) Any dispute that arises under or relates to this Agreement or the transactions contemplated hereby (whether in contract, tort, or otherwise) shall be resolved in an applicable court in the Circuit Court of Brevard and Seminole County Florida or the Federal Court for the Middle District of Florida sitting in Orlando, Florida.

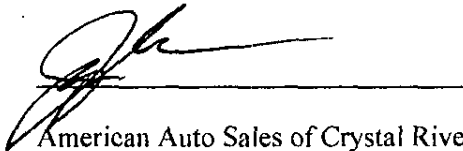
8. **No Assignment.** Neither this Agreement (nor related agreements pursuant to this Agreement) nor any rights or obligations under any of them are assignable, except that Buyer may assign its rights (including but not limited to its rights under Article X) to any wholly-owned subsidiary of Buyer or to any post-Closing purchaser(s) of all of the capital stock of Buyer.
9. **Counterparts.** This Agreement and any amendment hereto or any other agreement (or document) delivered pursuant hereto may be executed in one or more counterparts and by different parties in separate counterparts. All of such counterparts shall constitute one and the same agreement (or other document) and shall become effective (unless otherwise therein provided) when one or more counterparts have been signed by each party and delivered to the other party.
10. **Confidentiality.** All information disclosed in writing and designated in writing as confidential by any party (or its representatives) whether before or after the date hereof, in connection with the any actions taken by the Indemnified Party during the time of her employment or the discussions and negotiations preceding, this Agreement to any other party (or its representatives) shall be kept confidential by such other party and its representatives and shall not be used by any Persons other than as contemplated by this Agreement for the defense of any claim, except to the extent that such information (i) was known by the recipient when received and was not covered by any other obligation of confidentiality, whether contained elsewhere in this Agreement, or in a separate agreement, (ii) it is or hereafter becomes lawfully obtainable from other sources, (iii) is necessary or appropriate to disclose to a Governmental Entity having jurisdiction over the parties, (iv) as may otherwise be required by law or (v) to the extent such duty as to confidentiality is waived in writing by the other party.
11. **Notices.** Any notice or other communication hereunder must be given in writing and either (a) delivered in person, (b) transmitted by telex, telefax or telecommunications mechanism provided that any notice so given is also mailed as provided in clause (c), or (c) mailed by certified or registered mail, postage prepaid to the address first set forth above or to such other address or to such other person as either party shall have last designated by such notice to the other party. Each such notice or other communication shall be effective (i) if given by telecommunication, when transmitted to the applicable number so specified in (or pursuant to) this Paragraph 11 and an appropriate confirmation is received, (ii) if given by certified mail, postage prepaid, return receipt requested, three days after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid or (iii) if given by any other means, when actually delivered at such address.
12. **Attorneys' Fees.** In the event of any Action for the breach of this Agreement or misrepresentation by any party, the prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses incurred in such Action. Attorneys' fees incurred in enforcing any judgment in respect of this Agreement are recoverable as a separate item. The preceding sentence is intended to be severable from the other provisions of this Agreement and to survive any judgment and, to the maximum extent permitted by law, shall not be deemed merged into any such judgment.
13. **Severability.** If any provision of this Agreement is determined to be invalid, illegal or unenforceable by any Governmental Entity, the remaining provisions of this Agreement shall remain in full force and effect provided that the economic and legal substance of the transactions contemplated is not affected in any manner materially adverse to any party. In the event of any such determination, the parties agree to negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes hereof. To the extent permitted by

Law, the parties hereby to the same extent waive any provision of Law that renders any provision hereof prohibited or unenforceable in any respect.

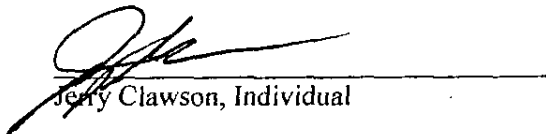
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by a duly authorized officer as of the day and year first above written.





Donna Clawson



American Auto Sales of Crystal River, LLC
Jerry Clawson Managing Member



Jerry Clawson, Individual

| FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS | |  | |  | |
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Detail by Entity Name

Florida Limited Liability Company
AMERICAN AUTO SALES OF CRYSTAL RIVER, LLC

Filing Information

| | |
|----------------------|--------------|
| Document Number | L09000045773 |
| FEI/EIN Number | APPLIED |
| Date Filed | 05/12/2009 |
| State | FL |
| Status | ACTIVE |
| Last Event | LC AMENDMENT |
| Event Date Filed | 08/03/2011 |
| Event Effective Date | NONE |

Principal Address

109 S. BABCOCK
MELBOURNE FL 32901 US
Changed 04/06/2011

Mailing Address

871 INDIAN RIVER DR
MELBOURNE FL 32935 US
Changed 04/06/2011

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE FL 32301 US

Manager/Member Detail

| Name & Address |
|--|
| Title MGR CLAWSON, JERRY 871 INDIAN RIVER DRIVE MELBOURNE FL 32935 US |

Annual Reports

| Report Year | Filed Date |
|-------------|------------|
| 2010 | 09/28/2010 |
| 2011 | 04/06/2011 |

Document Images

| | |
|---|--|
| 08/11/2011 -- CORLCMMRES | View image in PDF format |
| 08/03/2011 -- LC Amendment | View image in PDF format |
| 04/06/2011 -- ANNUAL REPORT | View image in PDF format |
| 09/28/2010 -- REINSTATEMENT | View image in PDF format |
| 05/22/2009 -- LC Amendment | View image in PDF format |

05/12/2009 -- Florida Limited Liability [View image in PDF format](#)

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