

L10000023389

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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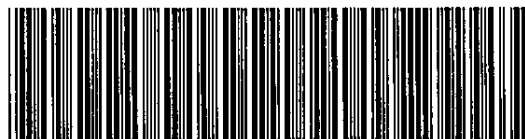
(Business Entity Name)

(Document Number)

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FEB 15 2018

Y SULKER

## COVER LETTER

**TO: Registration Section  
Division of Corporations**

**SUBJECT:** Area Realty Florida Two, 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:

Ian T. Holmes

\_\_\_\_\_  
Name of Person

Holmes Kurnik, P.A.

\_\_\_\_\_  
Firm/Company

711 5th Avenue South, Suite 200

\_\_\_\_\_  
Address

Naples, FL 34102

\_\_\_\_\_  
City/State and Zip Code

iholmes@holmeskurnik.com

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

For further information concerning this matter, please call:

Ian T. Holmes

239 228-7280  
at ( )

\_\_\_\_\_  
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

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

Area Realty Florida Two, 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 March 1, 2010 and assigned  
Florida document number L10000023389.

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 contain 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)**

4980 Tamiami Trail N.

Unit 201

Naples, FL 34103

**Enter new mailing address, if applicable:**

**(Mailing address MAY BE A POST OFFICE BOX)**

4980 Tamiami Trail N.

Unit 201

Naples, FL 34103

**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:

Andrew J. Saluan

New Registered Office Address:

4980 Tamiami Trail N., Unit 201

*Enter Florida street address*

Naples

Florida 34103

*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 605, 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 Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

MGR = Manager

AMBR = Authorized Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
MGRM	Angelo R. Arena	649 Galleon Drive	<input type="checkbox"/> Add
		Naples, FL 34102	<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
MGRM	Eyk A. VanOtterloo	2129 Canna Court	<input checked="" type="checkbox"/> Add
		Naples, FL 34105	<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
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			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change

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

18 FEB 18 AM 11:49  
DEPT OF STATE  
TALLAHASSEE, FLORIDA

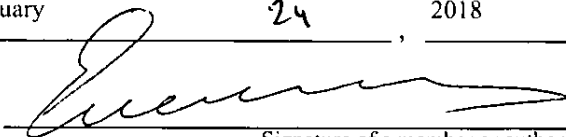
E. Effective date, if other than the date of filing: 1/1/2018 (optional)

(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of:  
(b) The 90th day after the record is filed.

Dated January 24, 2018



Signature of a member or authorized representative of a member

Eyk A. Vanotterloo

Typed or printed name of signee

**ASSIGNMENT OF MEMBERSHIP INTEREST  
AREA REALTY FLORIDA TWO, LLC**

THIS ASSIGNMENT AND ASSUMPTION OF MEMBERSHIP INTEREST (the "Assignment"), dated to be effective as of Dec. 28 - 2018 - (the "Effective Date"), is by and between **Angelo R. Arena** and **Alice P. Arena**, hereinafter referred to as "Assignor", and **Eyk A. Van Otterloo** and **Rosemarie Van Otterloo**, hereinafter referred to as "Assignee", and is further joined in by **Area Realty Florida Two, LLC**, a Florida limited liability company (the "Company").

1. Transfer of Membership Interest. In consideration of the payment from Assignee to Assignor in the amount of **One Million Dollars (\$1,000,000)**, as well as the mutual covenants herein, Assignor hereby assigns and transfers to Assignee all of his Membership Interests in the Company, being the equivalent of fifty percent (50%) in **Area Realty Florida Two, LLC**, to have and to hold the Membership Interests hereby assigned, together with all rights incident or appurtenant thereto, unto Assignee, its successors and assigns forever. Assignor hereby withdraws from the Company, and further resigns his position as a Manager and officer of the Company.

2. Assignor's Representations and Warranties. Assignor represents and warrants to Assignee that the Membership Interests constitutes fifty percent (50%) of the ownership interests in the Company, and no person or entity other than Assignee has any interest in or any option or right to acquire these interests in the Company. Assignor is the sole legal and beneficial owner of the Membership Interests being transferred, which are free and clear of any liens, claims, charges, security interest, options, and other right to purchase, pledges, agreements restricting transferability and any other encumbrances.

3. Waiver and Release in favor of Assignee. Assignor, on his own behalf and on behalf of his representatives, agents, successors, and assigns, does hereby release and forever discharge the Company and its representatives, agents, employees, officers, directors, attorneys, successors, and assigns, from any and all actions, causes and causes of action, claims, controversies, damages, judgments, executions, agreements, contracts, claims for breach of contract, promises, or suits of any kind or make whatsoever, in law or in equity, and any claims for attorneys' fees, costs and/or interest, which Assignor ever had, now has, or may have, whether known or unknown, and in any way related to **Area Realty Florida Two, LLC** or Assignor's involvement or investment in such company, whether as an employee, officer, member or otherwise, including but not limited to claims for further distributions from the Company or any other claims arising under the Operating Agreement for the Company, as amended or restated (the "Operating Agreement").

4. Waiver and Release in favor of Assignor. Assignee and Company, jointly and severally, on their own behalf and on behalf of their representatives, agents, successors, and assigns, do hereby release and forever discharge the Assignor and his successors, and assigns from any and all actions, causes and causes of action, claims, controversies, damages, judgments, executions, agreements, contracts, claims for breach of contract, promises, or suits of any kind or make whatsoever, in law or in equity, and any claims for attorneys' fees, costs and/or interest, which either Assignee or Company ever had, now has, or may have, whether known or unknown, and in any way related to **Area Realty Florida Two, LLC** or Assignor's involvement or investment in such company, whether as an employee, officer, member or otherwise, including but not

limited to claims for contributions or loan repayments or any other claims arising under the Operating Agreement for the Company, as amended or restated (the "Operating Agreement").

5. Indemnification Agreement. It is hereby expressly understood and agreed that the Company and Assignee shall assume all debts and liabilities related to the Company existing as of the date of Closing (the "Assumed Liabilities"), and shall further indemnify and hold Assignor harmless from and against any such debts, obligations, taxes and liabilities asserted against him arising out of Assignor's involvement or investment in such company, whether as an employee, officer, member or otherwise. Notwithstanding the foregoing, neither Company nor Assignee shall assume responsibility or indemnify Assignor for state or federal income taxes imposed on Assignor arising from or related to his ownership or equitable interest in the Company or the transfer of his Membership Interest

6. Assumption by Assignee. Assignee assumes all the duties and obligations of Assignor as a member of the Company and agrees to be bound by and subject to all of the terms and conditions of the Operating Agreement.

7. Tax Year. Should the date of Assignor's transfer fall on any day other than December 31<sup>st</sup> or January 1<sup>st</sup>, the parties agree that, with respect to income tax filings for 2017, they shall elect to close the books of the Company as of the date of the transfer and use a short tax year when allocating gains and losses to shareholders, and shall further provided such consents to effectuate this intent.

8. Ownership. The parties acknowledge and agree that, upon transfer of the Membership Interest hereunder, the ownership of the Company is vested as follows:

<u>Name of Member</u>	<u>Percentage Interests</u>
Angelo R. Arena and Alice P. Arena (Assignor)	0%
Eyk A. Van Otterloo an Rosemarie Van Otterloo (Assignee)	100%

Dated as of this \_\_\_\_ day of December, 2017 (the "Effective Date.")

"ASSIGNOR"

Angelo R. Arena

Alice P. Arena

"ASSIGNEE"

Eyk A. Van Otterloo

Rosemarie Van Otterloo

**CONSENT FOR TRANSFER  
OF MEMBERSHIP INTERESTS**

WHEREAS, **Angelo R. Arena** and **Alice P. Arena** currently own a fifty percent (50%) Membership Interest in **Area Realty Florida Two , LLC** (the "Company"); and

WHEREAS, **Angelo R. Arena** and **Alice P. Arena** desire to transfer their Membership Interest in the Company to **Eyk A. Van Otterloo** and **Rosemarie Van Otterloo**; and

WHEREAS, the parties desire to obtain and document the consent to such transfer by both the Managers of the Company and the remaining Members; and

WHEREAS, the Membership Interests in the Company are not represented by Membership Certificates; it is the intention of the Company that the transfer Membership Units to **Eyk A. Van Otterloo** and **Rosemarie Van Otterloo** be documented in writing.

NOW, THEREFORE, the undersigned, being all of the Members and Managers of **Area Realty Florida Two, LLC**, a Florida limited liability company (the "Company"), hereby certify and consent as follows:

- (1) We are the sole members and Managers of the Company, familiar with the facts herein certified, and we are duly authorized to certify the same.
- (2) The following is a true and correct copy of the resolutions adopted by all of the Members/Managers of the Company at a meeting duly called and held, and said resolutions have not been rescinded, modified or amended and remain in full force and effect on the date hereof:

RESOLVED, that the Company consents to and approves the transfer of all of **Angelo R. Arena** and **Alice P. Arena's** Membership Interests in the Company, currently representing a fifty percent (50%) interest in the Company, to **Eyk A. Van Otterloo** and **Rosemarie Van Otterloo**, and instructs the Managers to execute all documents and take all necessary actions to consummate the transactions contemplated therein;

FURTHER RESOLVED, that each of the other Members and the Managers, on behalf of the Company, have waived any rights to purchase such interest as may be granted under the Operating Agreement dated January \_\_\_\_, 2010, as amended from time to time (the "Operating Agreement"); and

FURTHER RESOLVED, that all of the conditions precedent regarding the admission of **Eyk A. Van Otterloo** and **Rosemarie Van Otterloo** as Members of the Company have been satisfied.



- (3) Upon transfer of this Membership Interest, the ownership of the Company is vested as follows:

<u>Name of Member</u>	<u>Percentage Interests</u>
Angelo R. Arena and Alice P. Arena	0%
Eyk A. Van Otterloo and Rosemarie Van Otterloo	100%

Approved as of this 28<sup>th</sup> day of December, 2017.

Managing Members:

By: Angelo R Arena  
Angelo R. Arena

By: Eyk A. Van Otterloo  
Eyk A. Van Otterloo

Members:

Angelo R Arena  
Angelo R. Arena

Alice P. Arena  
Alice P. Arena

Eyk A. Van Otterloo  
Eyk A. Van Otterloo

Rosemarie Van Otterloo  
Rosemarie Van Otterloo

Retiring Members:

Angelo R Arena  
Angelo R. Arena

Alice P. Arena  
Alice P. Arena