

L100000067450

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

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(Business Entity Name)

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
14 APR -4 PM 11: 37

cc

Bedm8mm
@ 4.10.14

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Jacksonville Fashion Week, L.L.C.

(Name of Limited Liability Company)

The enclosed member, resignation or dissociation and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Tiffany Hager

(Contact Person)

N/A

(Firm/Company)

1700 Page St. #10

(Address)

San Francisco, CA

(City/State and Zip Code)

For further information concerning this matter, please call:

Tiffany Hager

(Name of Contact Person)

at (415) 320-0157

(Area Code & Daytime Telephone Number)

Enclosed please find a check made payable to the Florida Department of State for:
☐ \$25 Filing Fee ☒ \$55 Filing Fee & Certified Copy

STREET/COURIER ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314



FILED
DEPT. OF STATE
DIVISION OF CORPORATIONS
14 APR -4 PM 11:07

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

**DISSOCIATION OR RESIGNATION OF MEMBER, MANAGER FROM
FLORIDA OR FOREIGN LIMITED LIABILITY COMPANY**

(Pursuant to 605.0216, Florida Statutes)

1. The name of the limited liability company as it appears on the records of the Florida Department of State is: Jacksonville Fashion Week, L.L.C.

2. The Florida document/registration number assigned to this limited liability company is:
L10000067450

3. The date this member/manager withdrew/resigned or will withdraw/resign is: 12/3/13

4. I, Tiffany C. Hager, hereby withdraw/resign as a
(Print Name of Person Resigning)

MGRM, CEO

(Print Title)

of this limited liability company and affirm the limited liability company has been notified of my resignation in writing.

Tiffany Hager
Signature of Dissociating Member or Resigning Manager

Filing Fee: \$25.00 (Required)
Certified Copy: \$30.00 (Optional)

ASSIGNMENT AND TRANSFER OF MEMBERSHIP INTERESTS

This Assignment and Transfer of Membership Interests Agreement (hereinafter "the Agreement" is entered into and effective as of [December 3, 2013] by and between by and between the following parties:

[Tiffany Hager Transferor/Assignor] (hereinafter "Assignor") with a principal business address of 270 Roscoe Blvd N. Ponte Vedra, FL 32082; and

[Cristina Farrell Transferee/Assignee] (hereinafter "Assignee") with a principal business address of 270 Roscoe Blvd N. Ponte Vedra, FL 32082 collectively referred to as the "Parties".

WHEREAS, the Assignor is one of the holders of *Jacksonville Fashion Week, LLC* (50%) percent membership interest (the "Membership Interest") in *Jacksonville Fashion Week, LLC* (the "Company"), a company incorporated pursuant to the laws of the State of Florida and having its principal place of business at 270 Roscoe Blvd N. Ponte Vedra, FL 32082;

AND WHEREAS, the Assignor has agreed to assign, transfer and set over onto the Assignee the Membership Interest and all of the Assignor's right, title and interest therein and thereto; and

AND WHEREAS, the Assignee has agreed to assume all of the disclosed obligations of the Assignor under the Operating Agreement with the Assignor (hereinafter "Membership Agreement") annexed hereto as Exhibit A, as if the Assignor were the original party there under in place and stead of the Assignor.

NOW THEREFORE, in consideration of the premises and the exchange of mutual covenants set out herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. Assignment by Assignor

The Assignor hereby assigns, transfers and sets over unto the Assignee, free of all encumbrances, for its/her own use and benefit, effective from and including the Effective Date, all of its/his/her right, title and interest in and to the Membership Interest, together with any and all benefits, advantages, privileges and rights relating thereto or arising and flowing therefrom.

2. Assumption by Assignee

In consideration of the foregoing assignment of the Membership Agreement by the Assignor to the Assignee, the Assignee hereby assumes and covenants to the bound by all of the Assignor's disclosed obligations, covenants, representations and warranties and liabilities arising or flowing from and under or in any way connected with the Membership Agreement effective from and including the Effective Date and covenants and agrees with the Assignor and the Company to duly keep, observe, perform and comply with or cause to be kept, observed, performed and

complied with all such obligations and all stipulations, restrictions, provisions and conditions set for in and in accordance with the provisions of the Membership Agreement as fully as if the Assignee was an original signatory thereto in the place and stead of the Assignor.

3. Assignor's Representations and Warranties

The Assignor represents and warrants that as of the Effective Date:

A. The Assignor has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder, all of which have been duly authorized by all requisite action. This Agreement has been duly authorized, executed and delivered by it and constitutes its valid and binding obligation, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

B. The Assignor represents and warrants to the Assignee that the Membership Agreement is in good standing and without default by the Assignor as of the Effective Date. The Assignor further represents that all dues, membership fees, contract payments, penalties, fines, assessments, and the like, and any other payments which may be required to be paid by the Assignor to the Assignor are current as of the Effective Date.

C. No authorization, registration, consent or approval of any governmental authority or other individual, partnership, corporation, joint stock company, unincorporated organization or association, trust or joint venture, or a governmental agency or political subdivision thereof is necessary for the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated hereby by it.

D. The Assignor owns the Membership Interest beneficially and of record, free and clear of any liens, claims or encumbrances (except for any encumbrances created on behalf of the Assignee hereunder) (collectively, "Encumbrances"). The Assignor has not entered into any agreement, arrangement or other understanding (i) granting any option, warrant or right of first refusal with respect to the Membership Interest to any third party, (ii) restricting its right to sell the Membership Interest to any third party, or (iii) restricting any other of its rights with respect to the Membership Interest. It has the absolute and unrestricted right, power and capacity to assign and transfer the Membership Interest to the Assignee free and clear of any Encumbrances (except for any encumbrances created on behalf of the Assignee hereunder). Upon execution of this Agreement, the Assignee shall acquire good, valid and marketable title to the Membership Interest, free and clear of any Encumbrances (except for any encumbrances created on behalf of the Assignor hereunder).

E. Except as otherwise set forth herein, no material suits, actions, or proceedings are pending, or to the knowledge of the Assignor are threatened against or affecting the Assignor or its property.

4. Assignor Released The Assignor is hereby released from its/his/her obligations and covenants in the Membership Agreement with the Company.

5. Further Assurances

Each of the parties hereto shall execute and deliver all such further documents and do such other things as the other party may reasonably request to give full effect to this Agreement. In the event of the sale of Jacksonville Fashion Week, LLC, by the Assignee, the Assignor shall be entitled to 30% of the contracted sale price to be paid upon receipt of sale funds, in a reasonable and timely manner.

6. Successors and Assigns

The Parties agree that this Agreement shall be binding upon each of its successors and assigns and that this Agreement may not be assigned to any other third party, without the written consent of Assignor, which shall not be unreasonably withheld.

7. Amendments

No modification, supplement, termination, extension, waiver or amendment to or of this Agreement (or any attachments or exhibits) or any of its provisions may be made, and any attempts, shall not be binding unless agreed to by the Parties in writing, by pen on paper, by duly authorized representatives of the Parties. There shall be no oral agreements. Electronic writings, including E-mail messages, text messages, tweets, instant messages, etc., their contents, and any attachments, and any prior or subsequent communications including oral discussions or negotiations concerning some or all of the Agreement, or anything at all, are not intended to represent and do not reflect an offer or acceptance to enter into (or amend, modify, revise, terminate, abrogate, extend, waive a breach or damages of, etc.) a binding contract, transaction or agreement, and are not intended to and do not bind any party to this Agreement. The parties may determine that they wish to attempt to negotiate a written agreement that is binding that amends, modifies, revises, terminates, abrogates, extends, waives a breach or damages of, this Agreement, however, the parties *intend and will continue to intend that there shall be no contract formations, waivers, modifications, abrogations, extensions, amendments, etc., without one or more formal written documents executed non electronically but with holographic signatures by hand with ink pen on paper signed by a duly authorized representative of each of the parties* (aka "wet signatures" or "pen on paper signatures"). Any communication to the contrary in the past, now or future, is not binding on any party to this Agreement. Absent the written express statement to the contrary as set out below, it is the intention of the Parties, and the Parties agree not to conduct any contract formation, modifying transaction, amend any agreement, abrogate any agreement, grant any extension, or waive any right by electronic writing. Any alleged communication to the contrary is not binding on any party. The written express statement mentioned above ("electronic express statement") shall be the following, or that which expresses the same intent as the following: "I expressly intend that this shall constitute an electronic signature to a writing thereby [forming, modifying, amending, abrogating, granting an extension in relations to, or waiving a breach to] a binding [contract or agreement]." For purposes of any agreement, a formal written document on paper with wet signatures (pen on paper signatures) and otherwise consistent with the requirements herein, which is transmitted by facsimile, the internet, or any cell/wireless/mobile telephone system, or the like, as an image or .pdf document is valid when signed by pen on paper by all parties to be charged. The Parties expressly state and intend that Emails / texts / tweets / instant messages, etc., sent or received - even when there

are multiples or combinations of these - do not include all of the essential or material terms required in order for there to be a legally binding agreement or contract between the Parties, and are ineffective for purposes of contract formation, modification, amendment, waiver, etc., without the electronic express statement mentioned above. No addition to or modification or consensual cancellation of this agreement, notice or statement shall be binding unless made in one or more formal written documents consistent with the pen on paper or "electronic express statement" requirements herein. Any purported communication to the contrary is not binding.

8. Waiver

No waiver of any breach of any provision of this agreement, notice or statement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and wet signed by pen on paper

9. Notices

Any notice required, permitted to be given, or otherwise given hereunder may be effectively given by letter delivered either by personal delivery, registered mail certified return receipt requested, postage prepaid, or delivered by overnight delivery service, or by facsimile machine upon receipt from the sender of a confirmation of receipt, or by other electronic means so long as the recipient has acknowledged receipt (for purposes of this section an automatically generated receipt confirmation does *not* qualify as acknowledgement of receipt), addressed to the recipient as follows:

In the case of Assignor:

Assignor

Attn: TIFFANY HAGER

Tel: 352-514-2732

Address: 1700 Page St. #10, San Francisco, CA 94117

In the case of Assignor:

Assignee

Attn: CRISTINA FARRELL

Tel: 904-860-1696

Address: 270 Roscoe Blvd N., Ponte Vedra, FL 32082

10. Governing Law

This Agreement shall be governed by and construed in all respects in accordance with the laws of the State of Florida as they apply to agreements entered into and to be performed by the Parties herein.

11. Venue

The Parties further agree that venue of any legal action or claim hereunder shall be exclusively in and with a court having jurisdiction over Duval County, Florida, if disputes are to be resolved in Court, if at all, as set out below, or where arbitration or mediation is to occur, if at all, as set out below. The Parties further agree and hereby consent to, and waive all defences of lack of personal jurisdiction and

forum *non conveniens* with respect to, venue and jurisdiction in the State of Florida and Duval County. Notwithstanding the foregoing either party may seek equitable, preliminary, or permanent injunctive relief from any court of competent jurisdiction, which rights and remedies shall be cumulative and in addition to any other rights or remedies at law or in equity to which either party may be entitled.

12. Entire Agreement

This Agreement shall constitute the entire agreement between the Parties and will supersede all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof. The Parties shall not be bound or charged with any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings not specifically set forth in this Agreement. This Agreement has been carefully drafted and the Parties are convinced that this document completely and clearly expresses their intentions. Further, the Parties place great value on the quick and inexpensive resolution of any dispute that may arise between them concerning this contract or the subject hereof. Therefore, the Parties agree that: (i) all disputes concerning this Agreement or the subject matter hereof shall be resolved as provided herein; (ii) this Agreement constitutes the sole agreement among the Parties, and supersedes any and all prior or contemporaneous oral or written agreements, promises, or understandings among them, pertaining to the matters contemplated in this Agreement; (iii) no express or implied representations, warranties, or inducements have been made by any party to any other party except as set forth in this Agreement; (iv) this Agreement may not be amended, added to, or altered except by a writing duly executed by each of the Parties hereto, as set forth herein; and (v) no parole or extrinsic evidence whatsoever may be introduced or considered in any judicial or arbitration proceeding involving this agreement, for any purpose, including to interpret, explain, clarify, or add to this Agreement, except in any instance in which a provision is found in whole or in part to be invalid, illegal or unenforceable and subject to severability and the arbitrator or court undertakes to re-write or construe the severed provision as closely as possible to conform to the intent of the Parties.

13. Severability

Each of the provisions of this Agreement (and each part of each such provision) is severable from every other provision hereof (and every other part thereof). In the event that any provision (or part thereof) contained in this Agreement or the application thereof to any circumstance shall be invalid, illegal or unenforceable, in whole or in part, and to any extent: (i) the validity, legality or enforceability of such provision (or such part thereof) in any other jurisdiction and of the remaining provisions contained in this Agreement (or the remaining parts of such provision, as the case may be) shall not in any way be affected or impaired thereby; (ii) the application of such provision (or such part thereof) to circumstances other than those as to which it is held invalid, illegal or unenforceable shall not in any way be affected or impaired thereby; (iii) if possible, such provision (or such part thereof) shall be construed or re-written as closely as possible to conform to the intent of the parties, in which instance parole or extrinsic evidence may be considered to do so; (iv) if not susceptible to such construction, such provision (or such part thereof) shall be severed from this Agreement and ineffective to the extent of such invalidity, illegality or unenforceability in such jurisdiction and in such circumstances; and (v) the

remaining provisions of this Agreement (or the remaining parts of such provision, as the case may be) shall nevertheless remain in full force and effect.

14. Headings

The headings for sections herein are for convenience only and shall not affect the meaning of the provisions of this Agreement. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part thereof, nor shall they otherwise be given any legal effect.

15. No Unannounced Modifications to Signature Documents

The Parties have reviewed (and, if applicable, negotiated) this Agreement, in its electronic form. They desire to sign the hard-copy version without having to re-read it to confirm that no unauthorized changes were made before the final printout. Accordingly, by signing and delivering this Agreement, and/or any exhibit, amendment, or addendum to it, now or in the future, each Party represents that it has not made any changes to any other draft provided to (or by) the other party, unless the signing Party has redlined the changes or otherwise expressly called them to the other party's attention in writing. (Non-substantive format clean-up and correction of immaterial spelling errors need not be redlined.)

16. Waiver

A waiver by either party of any provision of this agreement in any instance shall not be deemed to waive it for the future. A Party's failure to insist on strict compliance with any of the terms of this agreement on one or more occasions is not a waiver of any rights or obligations under this Agreement.

17. Survival

Those sections of this Agreement, that should logically survive termination or expiration of this Agreement, shall survive termination or expiration of this Agreement.

18. Construction

If there is any controversy regarding this agreement or the terms of this Agreement, this Agreement, will be deemed to have been drafted by all parties herein and will not be strictly construed as against any party. The parties have been made aware of their right and opportunity to consult with independent legal counsel and have either done so, or knowingly waive the right to do so. Further, the parties acknowledge that they have engaged in negotiations to reach this Agreement.

19. Counterparts

This Agreement, may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same agreement, including the judicial proof of any of the terms hereof. A photocopy, fax copy, or electronic image copy, which depicts the inclusion of one or more signatures by pen on paper, shall be deemed an original.

20. Attorneys' Fees

In the event of litigation or arbitration relating to the subject matter of this Agreement, the prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

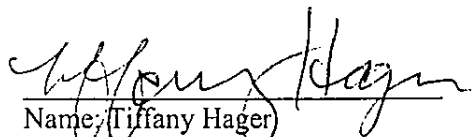
21. Authority

Each person signing warrants and represents that he or she has full authority to enter into this Agreement, and that all representations and warranties in this Agreement, are true and correct.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the day and year first written above.

Assignor

Per:



Name: Tiffany Hager
Title: Chief Executive Officer

I have authority to bind Assignor.

Assignee

Per:



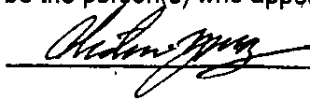
Name: Cristina Farrell
Title: Chief Operating Officer

I have authority to bind Assignee.

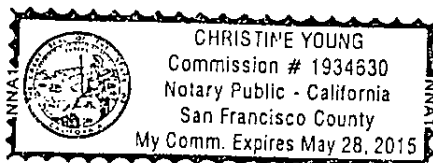
NOTARIZED:

State of CALIFORNIA
County of SAN FRANCISCO

Subscribed and sworn to (or affirmed) before me on this 5th day of December, 2013, by Tiffany Hager, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Notary signature)



NOTARIZED:

State Florida
County dual
Sworn to before me this 28th day of Dec by Christina Farrell
who produced FLD as identification.

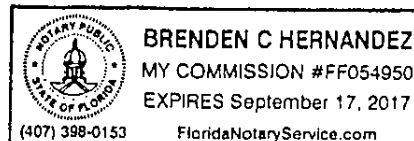


EXHIBIT A

Membership Agreement [See Jacksonville Fashion Week Operating Agreement]