

L11000036639

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

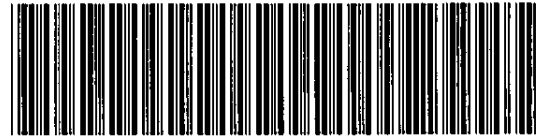
(Document Number)

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B. KOHR
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EXAMINER



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12/11/12--01003--010 **60.00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

12 NOV 28 PM 1:04

FILED

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

12 NOV 28 PM 1:07

FILED

JOTAR MANAGEMENT SERVICES, LLC

11635 NW 1st Avenue
Gainesville, FL 32607
Phone: 352-332-0838 Fax: 352-332-2926

November 27, 2012

Mr. Buck Kohr
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

RE: JOTAR MANAGEMENT SERVICES, LLC
Document Number L11000036639

Dear Buck:

Attached please find the original and a copy for the filing fee, certificate of status and certified copy. Also enclosed is a check in the amount of \$60.00.

If you have any questions, please call Gail W. Curtis or Sue Butler at 352-332-0838.
Thank you for your help.

Respectfully,



Sue Butler for Gail W. Curtis
JOTAR MANAGEMENT SERVICES, LLC

GWC/JMC:gsb

Attachments

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12 NOV 28 PM 1:04
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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12 NOV 28 PM 1:07
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: JOTAR MANAGEMENT SERVICES, 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:

GAIL W CURTIS

Name of Person

JOTAR MANAGEMENT SERVICES, LLC

Firm/Company

11635 NW 1ST AVENUE

Address

GAINESVILLE, FL 32607

City/State and Zip Code

SUEBUTLER@JOTAR.COM

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

For further information concerning this matter, please call:

GAIL W CURTIS

Name of Person

at (352) 332-0838

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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12 NOV 28 PM 1:07
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

FILED
12 NOV 28 PM 1:07
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

JOTAR Management Services, 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 25, 2011 and assigned
Florida document number L11000036639.

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 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:

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.

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 M. Curtis	11635 NW 1st Avenue Gainesville, Florida 32607	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove

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

Dated _____, 2012.



Signature of a member or authorized representative of a member

Gail W. Curtis, Managing Member

Typed or printed name of signee

**ASSIGNMENT OF MEMBERSHIP INTEREST OF
JOTAR MANAGEMENT SERVICES, LLC**

This Assignment of Membership Interest of JOTAR Management Services, LLC (the "Assignment") is made and effective as of the 17th day of NOVEMBER 2012, by and among John M. Curtis ("Assignor") and Gail W. Curtis ("Assignee").

R E C I T A L S:

WHEREAS, Assignor and Assignee constitute all of the members of a limited liability company formed under the Florida Limited Liability Company Act, Florida Statute Chapter 608 (the "Act"), by the name of JOTAR Management Services, LLC (the "Company"), and the Company is governed and operated pursuant to the original Articles of Incorporation filed June 9, 1980 and original By-Laws of JOTAR Management Services, Inc. and converted to JOTAR Management Services, LLC by a Certificate of Conversion dated March 25, 2011 (the "Operating Documents");

WHEREAS, Assignor is the legal and beneficial owner of a 50% membership interest in the Company (the "Membership Interest"); and

WHEREAS, Assignor wishes to transfer and assign the entire Membership Interest in the Company to Assignee, and Assignor seeks to further resign as an officer and withdraw from the Company, and all of the members of the Company are agreeable to such transfer and withdrawal under the terms and conditions set forth below;

WHEREAS, Assignor desires to designate Assignee or another individual or entity the Assignor designates as the Registered Agent for the Company, and Assignee wishes to accept such designation effective immediately; and

WHEREAS, the Assignee desires to extend the Company's expiration date.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto agree as follows:

1. **Conveyance by Assignor.** Assignor hereby assigns, conveys, transfers and delivers to Assignee, her successors and assigns, all of Assignor's rights, title and interest in and to the entire Membership Interest in the Company. This assignment is absolute and irrevocable and includes all rights in and claims to any undistributed cash or distributions of any kind and all other rights or benefits of any nature allocable to the Membership Interest under the Operating Documents.

2. **Acceptance by Assignee.** Assignee hereby accepts the foregoing assignment and transfer of the Membership Interest in the Company from Assignor. Assignee also hereby accepts her designation as Registered Agent for the Company. Assignee hereby assumes and agrees to be bound by all of the terms, conditions, and provisions of the Operating Documents with respect to the Membership Interest in the Company transferred to Assignee by Assignor.

3. **Representations and Warranties of Assignor.** Assignor hereby represents and warrants to Assignee that the Membership Interest transferred under this Assignment to Assignee is free and clear of all liens, claims, encumbrances and other restrictions of any kind; that Assignor has full right and legal authority to assign the Membership Interest to Assignee; and that the Membership Interest constitutes Assignor's entire ownership interest in the Company and Assignor has no other equity interests or rights to acquire additional interests in the Company. Assignor covenants to defend the title to the Membership Interest from claims originating prior to the date hereof. Assignor further agrees and acknowledges that upon the effectiveness of the transfer of Assignor's entire Membership Interest in the Company to Assignee under this Assignment, Assignor shall withdraw from, cease to be a member of, and have no further rights or interest as a member in the Company.

4. **Execution of Documents.** Assignor and Assignee each agrees to perform any further acts and execute and deliver any further documents and forms reasonably required or requested by the other, by the Company, or by counsel for either of them or the Company that may be necessary to reflect the transfer to Assignee of all rights, title, and interest in and to Assignor's entire Membership Interest in the Company, and to cooperate with each other for the fulfillment of the terms of this Assignment.

5. **Revised Membership Interest Percentages.** After giving effect to the transfer to Assignee of Assignor's entire Membership Interest in the Company, the members of the Company and their respective Membership Interest percentages are as follows:

Name of Member	Membership Interest Percentage
Gail W. Curtis	100%

6. **Continuation of Company and Other Terms of Operating Documents.** The parties hereby agree that the Company shall continue as a limited liability company under the Act by and between the continuing members and that the Company shall not be dissolved and that its business and operations shall not be liquidated or wound up because of the transfer of Assignor's Membership Interest in the Company to Assignee. Except for the substitution of Assignee for Assignor as a member of the Company, the Operating Documents shall continue in full force and effect in accordance with its terms, unmodified in any other respect whatsoever.

7. **Expiration of Operating Documents.** The parties hereby agree that the Operating Documents shall expire in 2062.

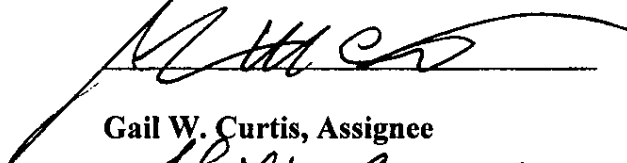
8. **Severability and Survival.** Each provision of this Assignment is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall, to the greatest extent possible, not affect the legality or validity of the remainder of this Assignment. All of the terms, representations, warranties, and other provisions of this Assignment shall survive and remain in effect after the date hereof.

9. **Successors and Assigns.** This Assignment shall bind and inure to the benefit of the transferees, successors, assigns, heirs, beneficiaries, executors, administrators, members, partners, shareholders, agents, employees, and representatives of each party hereto.

10. **Controlling Law.** This Assignment has been entered into in the State of Florida, and this Assignment, including any rights, remedies, or obligations provided for hereunder, shall be construed and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, each of the undersigned parties has duly executed this Assignment, effective as of the day and year first written above.

John M. Curtis, Assignor

A handwritten signature in dark ink, appearing to read "John M. Curtis", written over a horizontal line.

Gail W. Curtis, Assignee

A handwritten signature in dark ink, appearing to read "Gail W. Curtis", written over a horizontal line.