

L11000109178

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(City/State/Zip/Phone #)

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DIVISION OF CORPORATIONS  
19 NOV 26 AM 11:01

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## COVER LETTER

TO: Registration Section  
Division of Corporations

SUBJECT: N804JJ, LLC  
Name of Limited Liability Company

FILED  
DIVISION OF STATE  
CORPORATIONS  
19 NOV 25 AM 11:01

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Craig Gubbins

Name of Person

N804JJ, LLC

Firm/Company

370 Bonner Rd

Address

Carrollton, GA 30117

City/State and Zip Code

cgubbins@gmail.com

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

For further information concerning this matter, please call:

Craig Gubbins 770 328-4214  
Name of Person at ( ) 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 Address:**

Registration Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

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

N804JJ, 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 Septembr 23, 2011 and assigned  
Florida document number L11000109178

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:**

500 Riviera Dr

**(Principal office address MUST BE A STREET ADDRESS)**

Naples, Fl 34103

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

370 Bonner Rd

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

Carrollton, Ga 30117

**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:

Craig Gubbins

New Registered Office Address:

500 Riviera Dr

*Enter Florida street address*

Naples

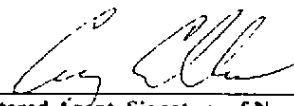
*City*

Florida 34103

*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>
MGR	Kenneth A. Harbaugh	2990 Scenic Hwy 98	<input type="checkbox"/> Add
		Destin, FL 32541	<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
MGR	Craig Gubbins	500 Riviera Dr	<input checked="" type="checkbox"/> Add
		Naples, FL 34103	<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
MGR	Margaret B Haney	225 Willie Walker Rd	<input checked="" type="checkbox"/> Add
		Carrollton, GA 30117	<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<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.)*

[illegible]

**E. Effective date, if other than the date of filing:** \_\_\_\_\_ (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 November 21 2019

Signature of a member or authorized representative of a member

Kenneth Harbaugh, Manager

Typed or printed name of signee

**RESIGNATION**

I, KENNETH A. HARBAUGH, hereby submit my resignation as a Manager of N804JJ, LLC effective this 21 day of November, 2019. The undersigned hereby waives and releases any claims against N804JJ, LLC arising on and prior to the date hereof.

  
\_\_\_\_\_  
KENNETH A. HARBAUGH

**ASSIGNMENT OF MEMBERSHIP INTEREST IN  
N804JJ, LLC**

**THIS AGREEMENT** is dated effective as of the 21 day of November, 2019 ("Effective Date"), between **KENNETH A HARBAUGH**("Assignor") and **CRAIG GUBBINS AND MARGARET B. HANEY** (collectively,"Assignees").

**WHEREAS**, Assignor is the sole member of **N804JJ, LLC**, a Florida limited liability company, (the "Company") and owns a One Hundred percent (100%) membership interest in the Company; and

**WHEREAS**, Assignor desires to assign to the Assignees, and the Assignees desires to accept from Assignor, all of Assignor's membership interest in the Company (the "Membership Interest"), and

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, each of the parties hereto hereby covenants and agrees with the other as follows:

1. **Assignment**. Assignor hereby assigns to the Assignee CRAIG GUBBINS a Fifty percent (50%) Membership Interest in the Company, and the Assignee accepts such Membership Interest. Assignee CRAIG GUBBINS agrees to be bound by the Operating Agreement.

2. **Assignment**. Assignor hereby assigns to the Assignee MARGARET B. HANEY a Fifty percent (50%) Membership Interest in the Company, and the Assignee accepts such Membership Interest. Assignee MARGARET B. HANEY agrees to be bound by the Operating Agreement.

3. **Representations and Warranties**. Assignor represents and warrants to Assignee that:

3.1. Assignor is the record and beneficial owner, and has good and valid merchantable title to the Membership Interest free and clear of any and all mortgages, pledges, liens, security interests, conditional sale agreements, charges, restrictions and encumbrances of every nature whatsoever.

3.2. Assignor has not incurred any liability or obligation for finders', brokerage or agents' fees or commissions in connection with this Agreement or the transactions contemplated hereby.

3.3. Assignor has the power and authority to execute, acknowledge, seal and deliver this Agreement, to consummate the transactions contemplated by this Agreement and to take any and all other actions required to be taken by Assignor pursuant to the provisions of this Agreement; and this Agreement is valid and binding upon and fully enforceable against Assignor in accordance with its respective terms.

3.4. Except as disclosed in this Agreement, Assignor has not incurred for or on behalf of the Company any obligations, liabilities, duties, damages, losses, costs or expenses.

**3. Miscellaneous Provisions.**

3.1 ASSIGNEES ACKNOWLEDGE AND ACCEPT THAT A MEMBERSHIP INTEREST IN THE COMPANY CONSTITUTES A SECURITY THAT HAS NOT BEEN REGISTERED UNDER THE GEORGIA SECURITIES ACT OF 1973, AS AMENDED, IN RELIANCE UPON THE EXEMPTION FROM REGISTRATION SET FORTH IN SECTION 10-5-9(13) OF SUCH ACT. IN ADDITION, SUCH SECURITY HAS NOT BEEN REGISTERED WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION IN RELIANCE UPON AN EXEMPTION FROM SUCH REGISTRATION SET FORTH IN THE SECURITIES ACT OF 1993 PROVIDED BY § 4(2) THEREOF, NOR HAS IT BEEN REGISTERED WITH THE SECURITIES COMMISSION OF CERTAIN STATES IN RELIANCE UPON CERTAIN EXEMPTIONS FROM REGISTRATION. GRANTEE IS ACQUIRING THIS SECURITY FOR INVESTMENT PURPOSES ONLY AND IT MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD OR TRANSFERRED. EXCEPT IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT AND IN A TRANSACTION WHICH IS EITHER EXEMPT FROM REGISTRATION UNDER SUCH ACTS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACTS.

3.2 This Agreement supersedes all prior written or oral agreements and representations with respect to the subject matter hereof, and shall be binding upon the parties hereto and their respective successors, representatives, heirs and permitted assigns. No alteration of or modification to any of the provisions of this contract shall be valid unless made in writing and signed by both parties.


3.3. This Agreement shall be subject to and governed by the laws of the State of Georgia. If any provision hereof shall be adjudged by any court to be void or unenforceable in whole or in part, such adjudication shall not affect the validity of the remainder of this contract, including any other provision, paragraph or subparagraph. Each provision, paragraph and subparagraph of this Agreement is separable from every other provision, paragraph and subparagraph, and constitutes a separate and distinct covenant.

3.4. All covenants, provisions, agreements, representations and warranties provided by this Agreement shall survive the execution, acknowledgment, sealing and delivery of this Agreement, and all of the transactions contemplated hereby. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective executors, administrators, heirs, successors, assigns, members, managers, directors, officers, and agents.

3.5. The captions or headings provided in this Agreement are for convenience only and shall not be deemed to be a part of this Agreement.

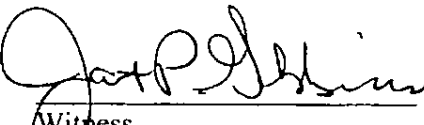


IN WITNESS WHEREOF, this Agreement is executed as of the 21 day of  
November, 2019.


  
\_\_\_\_\_  
Witness

ASSIGNOR:

  
\_\_\_\_\_  
KENNETH A. HARBAUGH

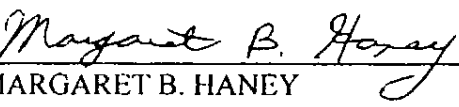
  
\_\_\_\_\_  
Witness

ASSIGNEE:

  
\_\_\_\_\_  
CRAIG GUBBINS

  
\_\_\_\_\_  
Witness

ASSIGNEE:

  
\_\_\_\_\_  
MARGARET B. HANEY

## Terms of Sale

On this day November 15, 2019 between Buyer Craig Gubbins and Margaret Haney and Seller N804JJ, LLC do hereby agree to the following.

A deposit of 10K is to be wired to the escrow account below by Monday November 18, 2019. This deposit is nonrefundable unless any outstanding liens are found on N804JJ, LLC or any of its belongings included but not limited the actual Falcon 10 serial number 105. Any fees associated with said escrow account will be due by the seller. Any fees due to transferring the LLC will be to the buyer. Any fees due to the title searches, liens, etc. will be to the seller.

Escrow account:

Nick Winn

IOLTA Trust Account

Servis First Bank


Account #1110239173

Routing # 062006505

Once no outstanding liens have been verified the remaining \$50,000.00 for a total of \$60,000.00 will be due by November 30, 2019.

Seller:

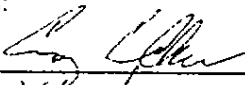
804JJ LLC

Signature: 

Date: 11/18/19

Buyer:

Craig Gubbins:

Signature: 

Date: 11/18/19

Margaret Haney:

Signature: 

Date: 11/18/19

## Bill of Sale


On this day November 21, 2019 N804JJ, LLC and all of its assets are hereby being transferred from Kenneth A. Harbaugh who is the registered agent and manager of N804JJ, LLC.

Ownership is hereby being transferred to Craig Gubbins (New Registered Agent and Manager) and Margaret Haney (Manager).

N804JJ, LLC and any of its belongings which includes but not limited to Falcon 10 serial number 105.

Seller:

Registered Agent / Manager:

  
Kenneth A. Harbaugh

Date:

11/21/19

Buyer:

New Registered Agent / Manager:

  
Craig Gubbins

Date:

11/21/2019

Manager:

  
Margaret Haney

Date:

11/21/2019