

L12000055121

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

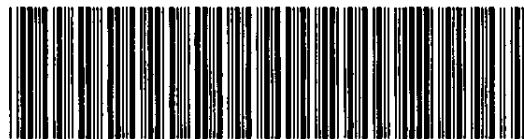
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J. SAULSBERRY
EXAMINER
AUG 07 2013

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: EXOTICAR DETAILING, LLC
(Name of Limited Liability Company)

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

Please return all correspondence concerning this matter to:

Brandon Resnick

(Contact Person)

Exoticar Detailing

(Firm/Company)

1552 NW 1st Ave

(Address)

Boca Raton, FL 33432

(City/State and Zip Code)

For further information concerning this matter, please call:

Brandon Resnick

(Name of Contact Person)

at **561 573-9257**

(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

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FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

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

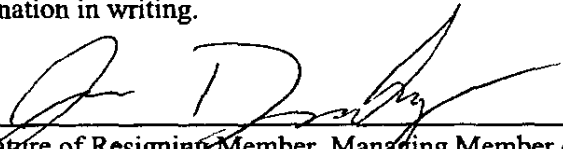
1. The name of the limited liability company as it appears on the records of the Florida Department of State is: EXOTICAR DETAILING, LLC

2. This limited liability company was organized under the laws of:
FLORIDA

3. The Florida document/registration number of this limited liability company is:
L12000055121

4. I, JOSEPH DORSKY, hereby resign as a MANAGER
(Print Name of Person Resigning) *(Print Title)*

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



Signature of Resigning Member, Managing Member or Manager

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

JOINT UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF MANAGERS AND
THE MEMBERS OF
ExotiCar Detailing LLC

July 24, 2013

The undersigned, being all of the members of the Board of Managers ("**Board**") and all the members ("**Members**") of ExotiCar Detailing LLC, a Florida limited liability company ("**Company**"), in lieu of a special meeting of the Board and a special meeting of the Members, and pursuant to the authority of the Florida Limited Liability Company Act hereby consent to, authorize and adopt the following resolutions with the same force and effect as if the undersigned were personally present at a special meeting and had voted for the same:

1. **Management & Ownership.**

- a. **Resignation of Joe Dorsky.** Effective immediately upon execution of this Consent, Joe Dorsky ("**Dorsky**"), hereby knowingly, voluntarily and of his own free will, irrevocably and forever resigns from his position: (i) as a member of the Board; (ii) as an Administrative Manager of the Company; and (iii) as the Tax Matters Partner of the Company. Following the resignation of Dorsky, he will no longer have any authority to take any action on behalf of or otherwise bind the Company; and (ii) Dorsky shall be removed from all of the Company's books, records and bank accounts. In addition, Dorsky will execute a resignation form to be filed with the Florida Department of State Division of Compactions and execute any forms required to remove himself from the Company's bank accounts at PNC Bank.
- b. **Ownership.** Effective immediately upon execution of this Consent, the Company shall revoke all shares issued to Dorsky by the Company.

2. **Consideration.**

- a. Effective immediately upon execution of this Consent the Company agrees as following:
 - i. The Company shall pay Dorsky, \$250 a week starting May 29, 2013 consecutively for the next 21 weeks.
 - ii. Immediately return to Dorsky, his fully equipped trailer that he brought to the Company including any modifications.
 - iii. The "non-compete" executed by Dorsky, dated April 11, 2012, will become null & void immediately.
 - iv. Dorsky is to be absolved of any legal issues incurred by the company in the past, present or future.
 - v. All remaining assets and liabilities will remain with the Company and Dorsky will have no obligation to pay any past, current or future liabilities of the Company.
 - vi. If Dorsky forms a new company, the name will have no resemblance to the word ExotiCar or Exotic.
 - vii. The Company's telephone number (855-561-3382) is owned by the Company and Dorsky will have no right to use it.
 - viii. All employees of the Company may select who they want to work for.

3. **Customers.**

- a. The following customers (Exhibit "A") will be retained by Dorsky.
- b. Neither party may actively pursue the other party's customers of record as the effective date of this Consent for a period of one year thereafter.
- c. All customers may, at their discretion change companies whenever they wish.

4. **Additional.**

- a. **Drafters.** This Consent was drafted jointly by the parties.
- b. **Confidentiality.** Except as may be required by law or by order of any competent court having jurisdiction thereof, each Party covenants and agrees that it will not, at any time, either directly or indirectly, disclose this Consent, the terms of this Consent, the existence of this Consent, the negotiations relating to this

Consent or any other matters incidental to this Consent (all of which shall remain strictly confidential) to any third party other than such Party's members, attorneys and accountants.

- c. Non-disparagement. Each Party covenants and agrees that it will not, at any time, either directly or indirectly, make any disparaging statements, communications or comments about the other Party, or take any action that in any way interferes with the other Party's existing or prospective business relationships.
- d. Governing Law; Venue. This Consent will be governed and construed in accordance with the laws of the State of Florida, without giving effect to any choice of law principles. The Parties hereby agree that the exclusive jurisdiction and venue for any and all disputes or actions arising out of, in connection with or as a result of entering into this Consent (or the interpretation of any provision hereof) shall be Palm Beach County, Florida. The Parties further agree not to contest such exclusive jurisdiction and venue
- e. Attorney Fee. Each Party shall bear its own attorney's fees for the negotiation, execution and performance of this Consent. In the event it becomes necessary for either Party to institute any action against the other Party to enforce its rights hereunder, the prevailing Party shall be entitled to recover its reasonable attorneys' fees, court costs and expenses relating to such action from the non-prevailing Party.

FURTHER RESOLVED, that this Consent may be executed in one or more original, facsimile or electronic counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument, notwithstanding that all the parties have not signed the original or the same counterpart. Any counterpart hereof signed by a party against whom enforcement of this Consent is sought shall be admissible into evidence as an original hereof to prove the contents hereof.

FURTHER RESOLVED, that all actions previously taken by the Board and the Members of the Company in furtherance of the foregoing resolutions are hereby approved, ratified and confirmed.

IN WITNESS WHEREOF, the undersigned, being all of the members of the Board and the Members of the Company, have executed this Consent as of the date first above written.

BOARD OF MANAGERS and MEMBERS:



Brandon Resnick



Joe Dorsky

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OFFICE OF THE CLERK
STATE OF FLORIDA