

K12 0000072843

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

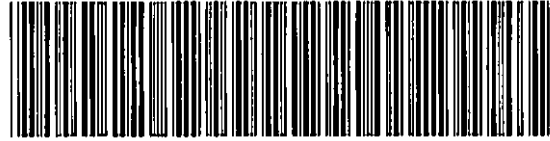
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FLORIDA DEPARTMENT OF STATE
Division of Corporations

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2021/02/01
SEP 3
T

September 3, 2021

DENISSE GUTIERREZ
7950 NW 155TH ST STE 203
MIAMI LAKES, FL 33016

SUBJECT: 9501 US HWY 19, LLC
Ref. Number: L12000072843

We have received your document for 9501 US HWY 19, LLC and your check(s) totaling \$55.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The registered agent designated must be an active Florida entity or a foreign entity authorized to transact business in Florida. Please correct the document.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Alecia Rivers
Regulatory Specialist II

Letter Number: 921A00021340

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: 9501 US HWY 19, 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:

DENISSE GUTIERREZ

Name of Person

FLORIDO & ASSOCIATES PA

Firm/Company

7950 NW 155TH ST STE 203

Address

MIAMI LAKES FL 33016

City/State and Zip Code

DGUTIERREZ@FLORIDOENTERPRISES.COM

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

For further information concerning this matter, please call:

DENISSE GUTIERREZ

305 9015664
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 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**

9501 US HWY 19, 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 05/13/2012 and assigned
Florida document number L12000072843.

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:

7950 NW 155TH ST STE 204

(Principal office address MUST BE A STREET ADDRESS)

MIAMI LAKES FL 33016

Enter new mailing address, if applicable:

7950 NW 155TH ST STE 204

(Mailing address MAY BE A POST OFFICE BOX)

MIAMI LAKES, FL 33016

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:

Brian de la Nuez PLLC

New Registered Office Address:

7950 NW 155TH ST STE 204

Enter Florida street address

MIAMI LAKES FL

Florida 33016

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.

Bdele

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	FMD HOLDINGS LLC	7950 NW 155TH ST STE 203	<input checked="" type="checkbox"/> Add
		MIAMI LAKES FL 33016	<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
MGR	CHRYSOSTOMOS HANDRINOS	4940 GALLEON CT	<input type="checkbox"/> Add
		NEW PORT RICHEY, FL 34652	<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
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			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

(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)

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.

Signature of a member or authorized representative of a member

Typed or printed name of signee

Filing Fee: \$25.00

ASSIGNMENT OF MEMBERSHIP INTEREST

THIS ASSIGNMENT OF MEMBERSHIP INTEREST (this "Assignment") is made as of this 7th day of MAY, 2021 (the "Effective Date"), by and between **CHRYSOSTOMOS HANDRINOS, AS TRUSTEE OF THE CATHERINE HANDRINOS REVOCABLE LIVING TRUST DATED FEBRUARY 28, 2018** ("Assignor"), and **FMD HOLDINGS LLC**, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner and holder of 100% membership interest in **9501 US HWY 19, LLC**, a Florida limited liability company (the "Company"), which Company was organized and established pursuant to the Articles of Organization filed with the Florida Secretary of State on May 31, 2012, as subsequently amended (collectively, the "Articles"); and

WHEREAS, pursuant to that certain Membership Interest Purchase Agreement, executed of even date (the "Purchase Agreement"), Assignor agreed to sell and Assignee agreed to purchase all of Assignor's rights, title and interests in the Company (the "Membership Interest"), and thereafter Assignee shall be the sole member of the Company; and

WHEREAS, Assignor hereby agrees to assign, and Assignee agrees to accept, all of Assignor's Membership Interest in the Company.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor does hereby assign to Assignee, and Assignee hereby accepts all of the Assignor's Membership Interest, together with all of Assignor's rights, title and interests to any and all of (a) the Company's assets, (b) Assignor's right to vote the Membership Interest, (c) all capital accounts, retained earnings, distributions, dividends, refunds and profits of the Company associated with the Membership Interest, and (d) any and all of Assignor's other rights under the Articles.

2. To induce the Assignee to enter into this Assignment and to accept the assignment of the Membership Interest, Assignor hereby represents and warrants to Assignee that (i) Assignor owns the Membership Interest, free and clear of all security interests, liens, adverse claims, pledges, options, rights of first refusal, limitations on voting rights, charges and any other encumbrances of any nature whatsoever, except as those identified as Permitted Encumbrances in Section 10.01(J) of the Purchase Agreement, and (ii) the Company has no operating agreement or other agreement governing the operation and/or management of the Company other than the Articles and the Operating Agreement, entitled "SOLE MEMBER OPERATING AGREEMENT OF 9501 US HWY 19 a Florida Limited Liability Company," dated October 4, 2017, with acknowledgment and notary date of August 22, 2018 (the "Operating Agreement")

3. Assignee shall have all the rights, obligations and responsibilities as the sole member of the Company arising or accruing after the date hereof under the Articles and the Operating Agreement.

4. Assignee hereby accepts the rights, responsibilities and obligations of the sole member arising or accruing after the date hereof under the Articles and agrees to assume and to be bound by the terms thereof.

5. Assignor hereby agrees to execute any other documents and take any other action as may be commercially reasonable to effectuate the transaction contemplated by this Assignment. All of the representations and warranties on the part of Assignor contained in the Purchase Agreement shall survive the execution and delivery of this Assignment.

6. This Assignment shall be governed by the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

7. This Assignment may be executed in as many counterparts as may be required; and it shall not be necessary that the signatures of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signature of, or on behalf of, each party, appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. A facsimile or electronic version of this Assignment and any signatures thereon shall be considered as originals for all purposes.

8. Except as modified herein, all terms, covenants and conditions of the Articles shall remain in full force and effect. In the event of any conflict between the terms and provisions of the Articles and this Assignment, this Assignment shall prevail.


(Remainder of page intentionally left blank - signatures on following pages)

ASSIGNOR: Ches Tower Hardware

STATE OF Florida
COUNTY OF PASCO

NOTARY PUBLIC

My Commission Expires:

 **GEORGE C. PSETAS**
MY COMMISSION # GG 335713
EXPIRES: June 23, 2023
Bonded Thru Notary Public Underwriters

(Signature page to Assignment of Membership Interest)

ASSIGNEE:

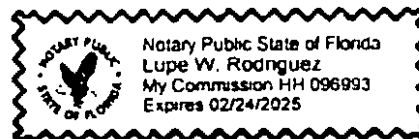
FMD HOLDINGS LLC, a Delaware
limited liability company

By: [Signature]
Hugo Florido
As its: President and Manager

STATE OF FL
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of X physical
presence or ___ online notarization, this 6th day of May, 2021, by Hugo Florido, as
President and Manager, of **FMD HOLDINGS LLC**, a Delaware limited liability company, on
behalf of said company who is either (a) X personally known to me or (b) ___ has produced
a ___ Driver's License as identification.

[Signature]
NOTARY PUBLIC
Print Name: LUPE W. RODRIGUEZ
My Commission Expires: _____



RESIGNATION

The undersigned, Chrysostomos Handrinos, hereby resigns from all offices and positions which he may occupy or hold in or with respect to **9501 US HWY 19, LLC**, a Florida limited liability company (the "Company"), including, without limitation, the office of Manager and/or Managing Member of the Company. This resignation is effective immediately. The undersigned hereby affirms that the Company has been notified in writing of this resignation.

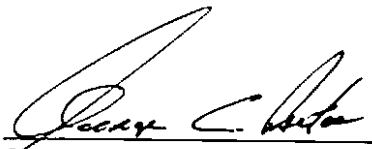
Dated this 14 day of MAY, 2021.


Chrysostomos Handrinos

RESIGNATION

The undersigned, George C. Psetas, hereby resigns from all offices and positions which he may occupy or hold in or with respect to **9501 US HWY 19, LLC**, a Florida limited liability company (the "Company"), including, without limitation, the position as Registered Agent of the Company. This resignation is effective immediately. The undersigned hereby affirms that the Company has been notified in writing of this resignation.

Dated this 7th day of MAY, 2021.

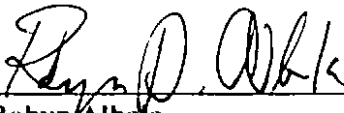


George C. Psetas

RESIGNATION

The undersigned, Robyn Albala, hereby resigns from all offices and positions which he may occupy or hold in or with respect to **9501 US HWY 19, LLC**, a Florida limited liability company (the "Company"), including, without limitation, the office of Manager and/or Managing Member of the Company. This resignation is effective immediately. The undersigned hereby affirms that the Company has been notified in writing of this resignation.

Dated this 26th day of MAY, 2021.



Robyn Albala