

L12000107728

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

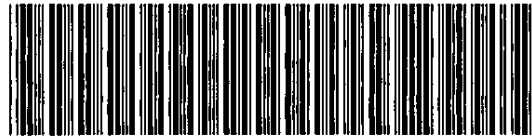
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: Falcon Punch, LLC Document Number L12000107728

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:

James Taylor

Name of Person

Falcon Punch, LLC

Firm/Company

109 Chaffee Rd S

Address

Jacksonville, FL 32220

City/State and Zip Code

j.taylor@aac-fleet.com

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

For further information concerning this matter, please call:

James Taylor

904 619 3279
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/COURIER ADDRESS:
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

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

Falcon Punch, 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 August 21, 2012 and assigned Florida document number L12000107728.

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:

(Principal office address MUST BE A STREET ADDRESS)

109 Chaffee Rd S

Jacksonville, FL 32220

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

109 Chaffee Rd S

Jacksonville, FL 32220

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:

James Taylor

New Registered Office Address:

109 Chaffee Rd S

Enter Florida street address

Jacksonville

Florida 32220

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.

[Signature]
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>
AMBR	Jonathan McGuire	10850 Grayson St	<input type="checkbox"/> Add
		Jacksonville, FL 32220	<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
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			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change

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

This is to reflect a change in corporate ownership, per the attached supporting documents. As of this date

Jonathan McGuire no longer has any affiliation, stake or ownership interest in this entity and all contact

information and addresses should be changed to Mr. James Taylor at the address and phone number given

above.

FILED
MAY 11 PM 1:41

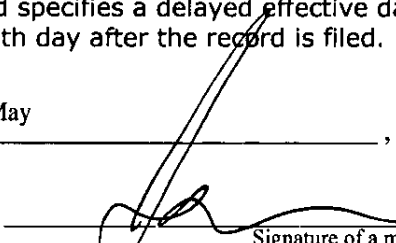
E. Effective date, if other than the date of filing: _____ **(optional)**

(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 8 May, 2017


Signature of a member or authorized representative of a member

James Taylor

Typed or printed name of signee

**SALE OF UNITS AND INTEREST AND WITHDRAWAL
OF MEMBERSHIP AGREEMENT**

THIS SALE OF UNITS AND INTEREST AND WITHDRAWAL OF MEMBERSHIP AGREEMENT ("Sale Agreement") in FALCON PUNCH, LLC, a Florida Limited Liability Company, is entered into on April 25, 2017 by and between transferor Managing Member, Mr. Jonathan McGuire ("Mr. McGuire"), and transferee Managing Member, Mr. James Taylor ("Mr. Taylor") and unanimously consented to and approved by all interested parties as executed below.

RECITALS

WHEREAS, there are units of interests ("units") of Falcon Punch, LLC issued and outstanding, equally distributed between Jonathan McGuire and James Taylor ("Managing Members") with 50% of the units owned by each of them; and

WHEREAS, Mr. McGuire desires to sell and transfer to Mr. Taylor all of his units of, and all of his right, title, and interest in Falcon Punch, LLC ("the Company") and in any and all assets (including, but not limited to any and all equipment and any and all real, personal, tangible, or intangible property) of the Company, and to withdraw as a member of the Company;

WHEREAS, Mr. Taylor intends to purchase all of Mr. McGuire's units per the terms outlined below; and

NOW, THEREFORE, IN CONSIDERATION OF THIS SALE AGREEMENT AND FOR \$1.00 AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

1. Mr. McGuire hereby authorizes and agrees to immediately sell and transfer to Mr. Taylor all of his units in, and all of his right, title, and interest in Falcon Punch, LLC and in any and all assets (including but not limited to any and all real, personal, tangible, or intangible property) of the Company.
2. The Managing Members expressly waive any right to appraisal and/or valuation of the Company.
3. Upon execution of this contract, Mr. Taylor will own and control all issued shares of the Company, with all attendant rights and obligations as outlined by the Company's Operating Agreement, and Mr. McGuire shall be immediately withdrawn as a member of the Company. The transfer of units executed in this Sale Agreement and the withdrawal of Mr. McGuire as a member of the Company shall be memorialized in the books of the Company.

4. The Managing Members agree that this sale and transfer of Mr. McGuire's units and/or his withdrawal as a member of the Company does not cause the termination or dissolution of the Company as a going concern.

5. The Managing Members agree that all parties have been given ample opportunity to inspect and review all of the books and records (including all financial and accounting records) of the Company relevant to the transactions contemplated in this Sale Agreement.

6. The Managing Members agree that each of them have been given ample opportunity to speak with independent counsel of their choice regarding the transactions and transfers contemplated in this Sale Agreement.

7. The parties acknowledge that they are competent to execute this Sale Agreement and that they have executed this Sale Agreement voluntarily, knowingly, and free from duress, coercion, or incapacity.

8. The parties covenant and agree that this Sale Agreement sets forth all of the promises, covenants, agreements, conditions, and understandings between them with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, except as otherwise set forth herein. Each party specifically warrant that this Sale Agreement is executed without reliance upon any statement or representation by any other party here to, except as otherwise set forth herein. The signatories to this Sale Agreement represent and warrant that they are duly authorized to execute this Sale Agreement. This Sale Agreement shall not be amended or modified, except in a writing signed by all parties hereto.

9. The Managing Members agree the Company is not responsible for taxes, payments or fees, if any, incurred in connection with the transactions contemplated in this Sale Agreement.

10. The parties to this Sale Agreement waive all formalities regarding the closing of this transaction including preparation and/or delivery of a Bill of Sale.

11. This Sale Agreement has the unanimous consent and approval of all Managing Members and members of the Company.

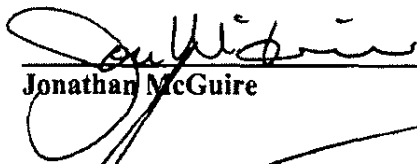
12. This Sale Agreement may be executed in counterparts and facsimile, scanned copies, or other electronic images of signatures shall be equivalent to originals.

13. The parties agree that they have jointly drafted this Sale Agreement and that this Sale Agreement or any part of it shall not be construed for or against any party.

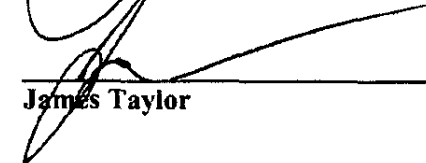
14. The parties agree to cooperate in preparing and executing any documents and taking any acts reasonably necessary to effectuate and accomplish the intent and purpose of this Sale Agreement.

15. Mr. McGuire warrants and represents that he has not sold, transferred, or assigned his units or any of his right, title, and interest in the Company, or any part thereof, to any person or entity.

IN WITNESS WHEREOF, the undersigned have duly executed this contract as of April 25, 2017:



Jonathan McGuire



James Taylor

**RESOLUTION REGARDING
MEMBERSHIP TRANSFER**

Upon a motion duly made and seconded, the resolution which follows was unanimously consented to and adopted by supermajority vote of the Managing Members entitled to vote on this resolution and signed by the holders of outstanding Units of Interest having not less than the minimum number of votes necessary to adopt such amendment, as provided by the Articles of Organization, Operating Agreement and otherwise in accordance with applicable law.

WHEREAS, FALCON PUNCH, LLC, a Florida Limited Liability Company (herein "Company") is fully authorized to do business and has been doing business in the State of Florida from its date of organization, and

WHEREAS, the Company has authorized "LLC Units" as a measure of ownership which are issued and outstanding pursuant to its Operating Agreement, with 50% of the units owned by Jonathan McGuire and 50% of the units owned by James Taylor;

WHEREAS, on April 25, 2017, JONATHAN MCGUIRE and JAMES TAYLOR entered into and executed a Sale of Units and Interest and Withdrawal of Membership Agreement, which is incorporated by reference herein;

NOW, THEREFORE, IT IS HEREBY

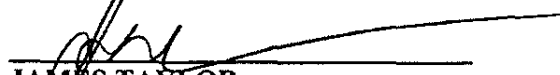
RESOLVED, that, effective immediately, JONATHAN MCGUIRE withdraws as a member of the Company and transfers to James Taylor all of his units issued and outstanding and all of his right, title, and interest in the Company, for good and valuable consideration received, which withdrawal and transfer shall be evidenced by and recorded in the Company books and records.

IT IS FURTHER RESOLVED, that the Managing Members are hereby directed to complete all necessary filings and record the above transfer and withdrawal in the Company books and records and to complete any and all other necessary filings required by law.

DATED: April 25, 2017



JONATHAN MCGUIRE
MEMBER



JAMES TAYLOR
MEMBER