

L12000147471

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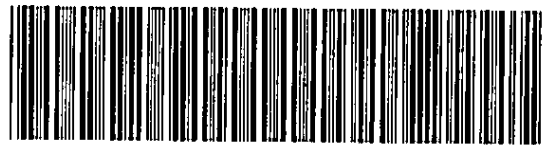
(Business Entity Name)

(Document Number)

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2021 NOV 15 AM 7:26

CLERK OF DISTRICT COURT

A. BUTLER
DEC - 6 2021

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: Aero Park Enterprises, 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:

Karen Goss

Name of Person

Aero Park Enterprises, LLC

Firm/Company

5811 Myrtle Rd

Address

Milton FL 32583

City/State and Zip Code

karengoss41@yahoo.com

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

For further information concerning this matter, please call:

Karen Goss

850

217-8999

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 210
Tallahassee, FL 32309

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

FILED

Aero Park Enterprises, LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

2021 NOV 15 AM 7:26

The Articles of Organization for this Limited Liability Company were filed on November 27, 2012 and assigned
Florida document number L12000147471.

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)

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 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.

[illegible]

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

Articles of Incorporation, Contract for Conveyance of Membership Units

One hundred sixty-six and two-thirds member units were granted from Sean Perdue to Lewis Lail, Jr resulting in a 50/50 member units split for (500) units per managing member

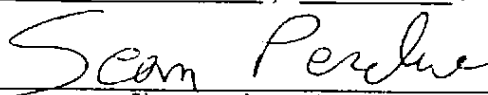
E. Effective date, if other than the date of filing: November 12, 2021 **(optional)**

(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 12, 2021



Signature of a member or authorized representative of a member

Sean Perdue

Typed or printed name of signee

CONTRACT FOR CONVEYANCE OF MEMBERSHIP UNITS

THIS CONTRACT FOR CONVEYANCE OF MEMBERSHIPS (this Contract) is made this 12th day of November 2021, by and between Sean Perdue (the Grantor), and Lewis E Lail Jr (the Grantee).

PREAMBLE

WHEREAS, the Grantor is the owner of 666 2/3 Membership Units (the Membership Right) in **AERO PARK ENTERPRISES, LLC**, a Florida limited liability company (the Company).

WHEREAS, the Company is governed by the provisions of an Operating Agreement dated November 27th, 2012, (the Operating Agreement).

WHEREAS, the Grantor desires by this Assignment to convey to the Grantee 166 2/3 of his Membership Units, and the Grantee desires by this Contract to accept the same.

WHEREAS, by agreement and acceptance of this conveyance, grantor and grantee will be the owners of five hundred (500) member units respectively.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the payment by the Grantee to the Grantor of the sum of \$8,000, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged by each party, the parties agree as follows:

1. **CONVEYANCE.** Effective as of the 12th day of November, 2021 (the Effective Date) the Grantor conveys to the Grantee and the Grantee accepts and assumes from the Grantor (a) the Membership Units of Grantor and (b) any and all right, title, and interest that the Grantor has under the provisions of the Operating Agreement, or in and to any of the Company's assets, with respect to the Membership Units.

2. **REPRESENTATIONS**

2.1 **By Grantor.** To induce the Grantee to accept the delivery of this Conveyance, the Grantee hereby requests and warrants to the Grantee that, on the date thereof and at the time of such delivery:

2.1.1 The Grantor is the sole legal and beneficial owner of the 666 2/3 Membership Units. The Grantor has not sold, transferred, or encumbered any or all of the Membership Units. Subject to the provisions of the Operating Agreement, the Grantor has the full and sufficient right at law and in equity to transfer and convey the Membership Units, and is

2.1.2. The Grantor has been given no notice of any default by the Grantor in performing his obligations under the provisions of the Operating Agreement and, to the best of the Grantor's knowledge, information, and belief, the Grantor is not in default in performing those obligations.

2.1.3. The required consent of any member in the Company to this Conveyance has been obtained.

2.1.4. Attached as *Exhibit A* is a true and complete copy of the Operating Agreement and all amendments thereto.

2.2. **By Grantee.** The Grantee covenants, warrants, and represents to the Company and its members (a) that the Membership Units are being acquired for investment for the Grantee's own account and not with a view to offering it for sale or otherwise to distributing it, after or in connection with such assignment to him, and (b) that the Grantee has read the Operating Agreement and agrees to be bound by the Operating Agreement.

2.3. **By Each Party.** Each party represents and warrants to the other that he has been duly authorized to execute and deliver this Contract, and to perform his obligations under this Contract.

3. **INDEMNIFICATION.**

3.1. **Grantor.** The Grantor shall defend, indemnify, and hold harmless the Grantee from and against and from any and all liability, claim of liability, or expense arising out of: (a) any default by the Grantor in performing his obligations under the provisions of the Operating Agreement occurring before the Effective Date, (b) any and all liability or expense of the Company arising before the Effective Date, and (c) any failure of the Grantor's representatives contained in Section 2 to be true and complete in all material respects.

3.2. **By Grantee.** The Grantee shall defend, indemnify, and hold harmless the Grantee against and from any and all liability, claim of liability, or expense arising out of: (a) any default by the Grantee in performing his obligations under the provisions of the Operating Agreement occurring after the Effective Date, and (b) any and all liability, claim of liability, or expense of the Company arising after the Effective Date. The Grantee, on behalf of the Company, also hereby releases any and all claims the Company has

4. **CONSENT OF COMPANY.** This Contract is subject to and conditioned upon the Company's delivery of its consent hereto. If that consent is not obtained by the Effective Date this Conveyance shall be null, void, and of no further force and effect.

5. **NOTICES.** Any notice, demand, consent, approval, request, or other communication or document to be provided hereunder to a party hereto shall be (a) in writing, and (b) deemed to have been provided (i) forty-eight (48) hours after being sent as certified or registered mail in the United States mail, postage prepaid, return receipt requested, to the address of the party set forth in this Assignment or to any other address in the United States of America as the party may designate from time to time by notice to the other party, or (ii) upon being given by hand or other actual delivery to the party.

6. **MISCELLANEOUS.**

6.1. ***Effectiveness.*** This Contract shall become effective on and only on its execution and delivery by each party.

6.2. ***Complete understanding.*** Subject to the provisions of the Operating Agreement, this Contract represents the complete understanding between the parties as to the subject matter hereof, and supersedes all prior negotiations, representations, guarantees, warranties, promises, statements, or agreements, either written or oral, between the parties hereto as to the same.

6.3. ***Amendment.*** This Contract may be amended by and only by an instrument executed and delivered by each party.

6.4. ***Waiver.*** No party shall be deemed to have waived any right that he holds hereunder unless the waiver is made expressly and in writing (and, without limiting the generality of the foregoing, no delay or omission by any party in exercising any such right shall be deemed a waiver of its future exercise). No waiver shall be deemed a waiver as to any other instance or any other right.

6.5. ***Applicable law.*** All questions concerning the construction, validity, and interpretation of this Contract and the performance of the obligations imposed hereby shall be governed by the internal law, not the law of conflicts, of the State of Florida.

6.6. ***Headings.*** The headings of the Sections, subsections, paragraphs, and subparagraphs hereof are provided herein for and only for convenience of reference, and shall not be considered in construing their contents.

6.7. **Construction.** As used herein, (a) the term "person" means a natural person, a trustee, a corporation, a partnership, and any other form of legal entity; and (b) all reference made (i) in the neuter, masculine, or feminine gender shall be deemed to have been made in all genders, (ii) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, and (iii) to any Section, subsection, paragraph, or subparagraph shall, unless therein expressly indicated to the contrary, be deemed to have been made to such Section, subsection, paragraph, or subparagraph of this Assignment.

6.8. **Assignment.** This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns hereunder.

6.9. **Severability.** No determination by any court, governmental body, or otherwise that any provision of this Contract or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other provision thereof or (b) that provision in any circumstance not controlled by the determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.


6.10. **Further Assurances.** The parties shall cooperate with each other and shall execute and deliver, or cause to be delivered, all other instruments and shall take all other actions, as either party hereto may reasonably request from time to time in order to effectuate the provisions hereof.

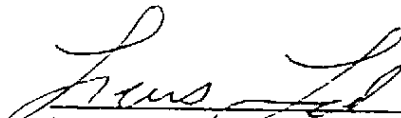
6.11. **Assumption and indemnification.** From and after the Effective Date, the Grantee shall (a) be bound by the provisions of the Operating Agreement, as if the Grantee were a party thereto and a Member of the Company, and (b) indemnify the Company against any expense incurred by it in connection with the Grantee's additional membership units.

IN WITNESS WHEREOF, each party hereto has executed this Contract or caused it to be executed on his behalf by his duly authorized representatives, the day and year first above written.

GRANTOR:

GRANTEE:


Sean Perdue


Lewis E. Lail, Jr.

FOURTH AMENDMENT TO OPERATING AGREEMENT

THIS FOURTH AMENDMENT (Amendment) to the Operating Agreement of **AERO PARK ENTERPRISES, LLC**, a Florida limited liability company (the Company), is made this 12th day of November 2021, by and among Sean Perdue and Lewis Lail (collectively, the Members).

RECITALS

A. The Members are parties to the Operating Agreement for the Company dated November 27th, 2012, the terms of which are incorporated herein by reference (the Operating Agreement). Any proper nouns used in this Amendment which are not defined herein but are defined in the Operating Agreement shall have the meanings respectively ascribed to them in the Operating Agreement.

B. A conveyance of membership units was approved by the Members November 12, 2021.

C. The members have agreed to modify the Operating Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties intending to be legally bound, agree as follows:

1. **Amendment of the Operating Agreement.** The Operating Agreement is hereby amended by revision of Attachment A in its entirety and replacing it with Attachment A attached hereto and incorporated by reference. Except as specifically set forth herein, the Operating Agreement is hereby ratified and affirmed.

2. **Conflicting Terms.** Wherever the terms and conditions of this Amendment and the terms and conditions of the Operating Agreement conflict, the terms of this Amendment shall be deemed to supersede the conflicting terms of the Operating Agreement.

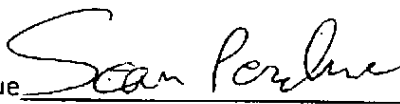
IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

Lewis E Lail Jr.

 11/11/21

Date

Sean Perdue



Date

ATTACHMENT A
AERO PARK ENTERPRISES, LLC
SCHEDULE OF MEMBERS, CAPITAL CONTRIBUTIONS,
AND MEMBERSHIP UNITS
Revised November 12, 2021

Member Name	Address	Initial Capital Contribution	Membership Units
Lewis E. Lail, Jr.	5811 Myrtle Road Milton, FL 32583	\$	500
Sean Perdue	5811 Myrtle Road Milton, FL 32583	\$	500
TOTALS		\$	1,000