

L13000053392

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

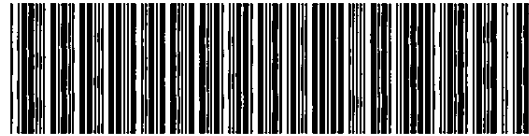
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



400266158034

11/24/14--01021--004 \*\*30.00

FILED  
14 NOV 24 PM 3:22  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

REC - 4 2014

T. HAMPTON

COVER LETTER

TO: Registration Section  
Division of Corporations

SUBJECT: XTREME GRACIE Jiu Jitsu 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:

Nicholas RECANATI  
Name of Person

XTREME GRACIE Jiu Jitsu LLC  
Firm/Company

194 N US HWY 27  
Address

CLERMONT FL 34711  
City/State and Zip Code

XTREMEGRACIEBJJ@gmail.com  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Nicholas RECANATI at ( 352 ) 533-5595  
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

XTREME GRACIE Jiu Jitsu 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 APRIL 11, 2013 and assigned Florida document number L13000053392

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 end with 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)

194 N. US HWY 27  
CLERMONT, FL  
34711

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

194. N. US HWY 27  
CLERMONT, FL  
34711

**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:

NICHOLAS RECANATI

New Registered Office Address:

194 N. US HWY 27

Enter Florida street address

CLERMONT, Florida 34711

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.

  
If Changing Registered Agent, Signature of New Registered Agent

If amending the Managers or Authorized Member on our records, enter the title, name, and address of each Manager or Authorized Member 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>
MGRM	BRAD EDMUNDSON	5830 OXFORD MOOR BLVD WINDERMERE FL 34786	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
MGRM	GINO LOSI	5830 OXFORD MOOR BLVD WINDERMERE, FL 34786	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove

FILED  
NOV 14 PM 3:23  
TALLAHASSEE, FLORIDA  
SECRETARY OF STATE

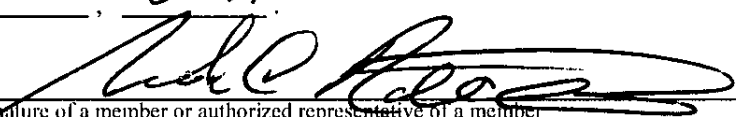
D. If amending any other information, enter change(s) here: (Attach additional sheets, if necessary.)

SEE TERMINATION & RELEASE  
AGREEMENTS

E. Effective date, if other than the date of filing: \_\_\_\_\_ (optional)

(The effective date must be specific, cannot be prior to date of receipt or filed date and cannot be more than 90 days after the date this document is filed by the Florida Department of State)

Dated NOV 21ST, 2014

  
Signature of a member or authorized representative of a member

NICHOLAS RECANATI  
Typed or printed name of signee

Page 3 of 3

Filing Fee: \$25.00

**FILED**  
14 NOV 24 PM 3:23  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

## **TERMINATION AND RELEASE AGREEMENT**

This Termination and Release Agreement (the "Termination") is entered into as of November 18th, 2014, (the "Termination Date") by Nicholas Recanati, Known and acting as officer of Xtreme Gracie Jiu Jitsu ("Party One") and Brad Edmundson ("Party Two") (collectively the "Parties).

### **RECITALS**

**WHEREAS**, Party One and Party Two are parties to that certain agreement dated as of November 18th, 2014 (the "Agreement), a copy of which is attached as Exhibit A hereto and made a part hereof by reference; and

**WHEREAS**, pursuant to Section 1 thru 11 of the Agreement relating to terminations thereof, the Parties hereby desire to terminate the Agreement with effect and as of the Termination Date.

**NOW THEREFORE**, in consideration of the above recitals and the mutual benefits contained herein, the Parties hereby agree as follows:

### **1. TERMINATION.**

Subject to the terms and conditions hereof, the Parties hereby terminate the Agreement, effective as of the Termination Date, and the Agreement shall be null, void, and of no further binding effect; provided, however, that with respect to any provision in the Agreement that would otherwise survive in accordance with the terms and conditions of the Agreement, each Party hereby agrees that such provision shall survive the termination of the Agreement in accordance with its terms. Brad Edmundson will give his 35% shares as follows: Nicholas Recanati 35% (giving Nicholas Recanati a total of 100%), with a pay out of 3,000 for the 35%. Brad Edmundson will render all his shares to Party one and rights to Xtreme Gracie Jiu Jitsu LLC and all names, web sites, Bank accounts, equipment, affiliates and any other items or materials used for such Company.

Brad Edmundson also agrees that he will not open or teach Martial arts, Fitness, MMA or anything related to the prior mentioned within a 15 mile radius of Xtreme Gracie LLC for the next 5 years of the above signed date.

### **2. MUTUAL RELEASE OF LIABILITY. 2. MUTUAL RELEASE OF LIABILITY.**

Effective as of the Termination Date, each Party, for itself and each of its respective successors and assigns, hereby fully and unconditionally releases and forever discharges the other Party and its successors and assigns of and from any and all actions, causes of action, suits, debts, obligations, claims, liabilities, and demands whatsoever that they have or may have under the terms of the Agreement.

**FILED**  
14 NOV 24 PM 3:23  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

### **3. CONFIDENTIAL INFORMATION.**

Each Party has an ongoing duty to treat the other Party's confidential information as confidential, and agrees that it will not disclose such information to any third party or use it for any purpose other than to fulfill an outstanding obligation under the Agreement or this Termination. Each Party also agrees that it will use due care and diligence to prevent any unauthorized use or disclosure of such information.

### **4. NON-DISPARAGEMENT.**

Each Party agrees not to engage in any form of conduct, or make any statements or representations, that disparage or otherwise harm the other Party's reputation, goodwill, or commercial interests.

### **5. COVENANT NOT TO SUE.**

Each Party hereby covenants to the other Party that with respect to any claim or obligation released by this Termination, it will not directly or indirectly encourage, solicit, or voluntarily assist or participate in any way in the filing, reporting, or prosecution, by itself or any third party, of a suit, arbitration, mediation, or claim (including a third-party or derivative claim) against the other Party relating to any such released claim or obligation.

### **6 GOVERNING LAW.**

Unless otherwise specified in the Agreement, this Termination is to be construed according to the laws of the state of Florida.

### **7. SEVERABILITY.**

Whenever possible, each provision of this Termination, including the termination of the Agreement, will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Termination is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Termination will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

**FILED**  
14 NOV 24 PM 3:23  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**8. ENTIRE AGREEMENT.**

This Termination, together with the Agreement, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

**9. AUTHORITY.**

Each Party executing this Termination on behalf of himself, herself, or a limited liability company, corporation, or other legal entity, represents and warrants that he or she has all requisite right, power, and authority to do so and to bind such Party or entity to each and all of the terms hereof.

**10. HEADINGS.**

Headings used in this Termination are provided for convenience only and shall not be used to construe meaning or intent.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Termination of Brad Edmundson shares, Rights and Co-Ownership and relinquishes them to the remaining partner or Party One as per section 1. Termination, as of the date first above written.

PARTY ONE:

By: \_\_\_\_\_

Nicholas Recanati: Owner/Xtreme Gracie LLC, 100% Owner

PARTY TWO:

By: \_\_\_\_\_

Brad Edmundson:

PARTY TWO:

State of Florida County of Orange  
Subscribed and sworn before me on 11/19/18  
(Date)  
\_\_\_\_\_  
(Notary Signature)



Robert Brian Esparza

State of Florida

My Commission Expires 06/19/2018

Commission No. FF 134324

Termination and Release Agreement

FILED  
14 NOV 24 PM 3:23  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



## **TERMINATION AND RELEASE AGREEMENT**

This Termination and Release Agreement (the "Termination") is entered into as of August 27, 2014, (the "Termination Date") by and between Nicholas Recanati, Brad Edmundson Known and acting as officers of Xtreme Gracie Jiu Jitsu ("Party One") and Gino Losi ("Party Two") (collectively the "Parties").

### **RECITALS**

**WHEREAS**, Party One and Party Two are parties to that certain agreement dated as of April 23, 2013 (the "Agreement"), a copy of which is attached as Exhibit A hereto and made a part hereof by reference; and

**WHEREAS**, pursuant to Section 1 thru 11 of the Agreement relating to termination thereof, the Parties hereby desire to terminate the Agreement with effect and as of the Termination Date.

**NOW THEREFORE**, in consideration of the above recitals and the mutual benefits contained herein, the Parties hereby agree as follows:

### **1. TERMINATION.**

Subject to the terms and conditions hereof, the Parties hereby terminate the Agreement, effective as of the Termination Date, and the Agreement shall be null, void, and of no further binding effect; provided, however, that with respect to any provision in the Agreement that would otherwise survive in accordance with the terms and conditions of the Agreement, each Party hereby agrees that such provision shall survive the termination of the Agreement in accordance with its terms. Gino Losi will give his 20 % shares as follows: Nicholas Recanati 5%, with no monetary value and Brad Edmundson 15%, with no monetary value. Gino Losi will render all his shares to Party one and rights to Xtreme Gracie Jiu Jitsu LLC and all names, web sites, Bank accounts, equipment, and any other items or materials used for such Company.

### **2. MUTUAL RELEASE OF LIABILITY. 2. MUTUAL RELEASE OF LIABILITY.**

Effective as of the Termination Date, each Party, for itself and each of its respective successors and assigns, hereby fully and unconditionally releases and forever discharges the other Party and its successors and assigns of and from any and all actions, causes of action, suits, debts, obligations, claims, liabilities, and demands whatsoever that they have or may have under the terms of the Agreement.

### **3. (Optional) CONFIDENTIAL INFORMATION.**

Each Party has an ongoing duty to treat the other Party's confidential information as confidential, and agrees that it will not disclose such information to any third party or use it for any purpose other than to fulfill an outstanding obligation under the Agreement or this Termination. Each Party also agrees that it will use due care and diligence to prevent any unauthorized use or disclosure of such information.

FILED  
14 NOV 24 PM 3:23  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**4. (Optional) NON-DISPARAGEMENT.**

Each Party agrees not to engage in any form of conduct, or make any statements or representations, that disparage or otherwise harm the other Party's reputation, goodwill, or commercial interests.

**5. COVENANT NOT TO SUE.**

Each Party hereby covenants to the other Party that with respect to any claim or obligation released by this Termination, it will not directly or indirectly encourage, solicit, or voluntarily assist or participate in any way in the filing, reporting, or prosecution, by itself or any third party, of a suit, arbitration, mediation, or claim (including a third-party or derivative claim) against the other Party relating to any such released claim or obligation.

**6 GOVERNING LAW.**

Unless otherwise specified in the Agreement, this Termination is to be construed according to the laws of the state of Florida.

**7. SEVERABILITY.**

Whenever possible, each provision of this Termination, including the termination of the Agreement, will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Termination is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Termination will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

**8. ENTIRE AGREEMENT.**

This Termination, together with the Agreement, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

FILED  
14 NOV 24 PM 3:23  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**9. AUTHORITY.**

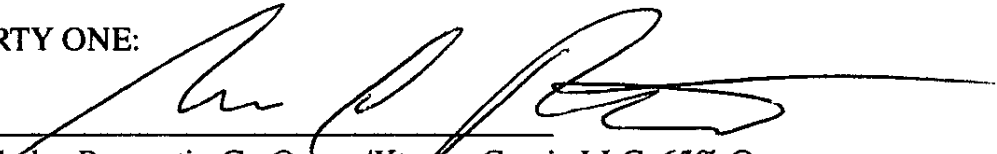
Each Party executing this Termination on behalf of himself, herself, or a limited liability company, corporation, or other legal entity, represents and warrants that he or she has all requisite right, power, and authority to do so and to bind such Party or entity to each and all of the terms hereof.

**10. HEADINGS.**

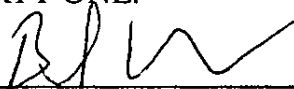
Headings used in this Termination are provided for convenience only and shall not be used to construe meaning or intent.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Termination of Gino Losi shares, Rights and Co-Ownership and relinquishes them to the remaining partners or Party One as per section 1. Termination, as of the date first above written.

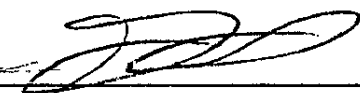
PARTY ONE:

By:   
Nicholas Recanati: Co-Owner/Xtreme Gracie LLC, 65% Owner

PARTY ONE:

By:   
Brad Edmundson: Co-Owner/Xtreme Gracie, 35% Owner


PARTY TWO:

By:   
Gino Losi

FILED  
14 NOV 24 PM 3:23  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

*Termination and Release Agreement*

On this 29 day of August 2014 personally appeared before me Nicholas Recanati, Brad Edmundson and Gino Losi who have all presented valid ID

  
Sarah Burns

