

L14000061884

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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Amend/CLIS

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COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: GRAND PANTHER, 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:

BRYNNE DUNN

Name of Person

Firm/Company

PO BOX 505

Address

JUPITER, FL 33458

City/State and Zip Code

brynnedunn@casianafitness.com

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

For further information concerning this matter, please call:

BRYNNE DUNN

561

600-5735 EXT 100

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**

GRAND PANTHER 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 04/15/2014 and assigned
Florida document number L14000061884.

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 "L.L.C." 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:

CARLOS GAVIDIA

New Registered Office Address:

212 SPYGLASS LANE

Enter Florida street address

JUPITER

City

Florida 33477

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 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	ROB THOMSON	825 PARKWAY STREET	<input type="checkbox"/> Add
		SUITE 81	<input checked="" type="checkbox"/> Remove
		JUPITER, FL 33477	<input type="checkbox"/> Change
MGR	CARLOS GAVIDIA	212 SPYGLASS LANE	<input checked="" type="checkbox"/> Add
		JUPITER, FL 33477	<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
AMBR	DALE SORENSEN JR	2800 CARDINAL DRIVE	<input checked="" type="checkbox"/> Add
		VERO BEACH, FL 32963	<input 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"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change

MEMBERSHIP INTEREST TRANSFER AGREEMENT

THIS MEMBERSHIP INTEREST TRANSFER AGREEMENT (this "Agreement") is made and entered into as of this 2 day of Dec. 2019 by and among Rob Thomson ("Seller"), and Carlos Gavidia ("Purchaser") (collectively, the "Parties"), for the purchase of Seller's membership interests in Grand Panther, LLC a Florida Limited Liability Company ("Company").

RECITALS

A. Seller owns one third (1/3) of the issued and outstanding membership interests in the Company and desires to sell all such interests to Purchaser; and

B. Purchaser desires to acquire Seller's membership interests ("Membership Interests") in the Company pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants, agreements, representations and warranties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller, the Company and Purchaser hereby agree as follows:

ARTICLE I

PURCHASE OF THE MEMBERSHIP INTERESTS

1.1. Purchase and Sale of the Membership Interests. The Seller hereby sells, conveys, transfer and delivers to Purchaser, and Purchaser will purchase and receive from the Seller all Membership Interests in the Company owned by the Seller as of the date of this Agreement, which Membership Interests shall represent one third (1/3) of the issued and outstanding membership interests in the Company as of the date of this Agreement. Seller's interests shall be sold such that after the sale, Carlos Gavidia shall own sixty-seven percent (67%) of the membership interests in the Company. A third member, Dale Sorenson ("Sorenson"), shall continue to own thirty-three percent (33%) of the Company.

1.2. Purchase Price. In exchange for the Membership Interests, Purchaser, contemporaneously with the execution of this Agreement, shall tender FIFTY-FIVE THOUSAND DOLLARS AND 00/100 (\$55,000.00) (the "Purchase Price") to Seller.

1.3. Contingent on Approval of all Members. The Parties acknowledge that this transaction is contingent on the approval of Sorenson over the sale of the Membership Interests.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

2.1.1 Representations and Warranties: Except as set forth in this Agreement, the Parties jointly and severally represent to each other that:

2.1.2 Power and Authority. Each party has all requisite power and authority, to execute, deliver, and perform their obligations under this Agreement and the Documents and to consummate all transactions contemplated hereby.

2.1.3 Membership Interests. Seller's membership interests in the Company are duly and validly authorized, and all such membership interests are fully paid and nonassessable, and are owned by Seller free and clear of any liens and encumbrances.

2.1.4 Tax Consequences. The Seller understands, acknowledges and agrees that the consideration received by the Seller in the Purchase shall be subject to taxation by federal and state taxing authorities. The Parties have, at their sole expense and to the extent they deemed necessary or appropriate, consulted with own tax advisors to determine the tax consequences associated with the Purchase.

2.1.5 Attorney Representation and Consent to Conflicts. The Parties consent to any conflicts of interest that may arise in the role of the law firm of Allred, Bacon, Halfhill & Young, P.C. ("ABHY") in this transaction. The Parties understand and agree that ABHY is acting only as a scrivener in this transaction, whose role is to set out terms already negotiated by the Parties, and that ABHY is not representing the interests of either the Purchaser or the Seller. The Parties each acknowledge that ABHY has recommended that each party have their own attorney review this Agreement, and further acknowledge that they have had the opportunity to do so and have done so to the extent they found necessary.

2.1.6 Indemnification. Purchaser guarantees that the Company will indemnify and hold Seller harmless from and against any claims presented, from time to time, against the Company, and that the Company will bear all costs and expenses to provide a defense to Seller from and against such claims and against claims by any person against Seller arising from or relating to their actions as officers, agents, representatives, members, or employees of the Company.

ARTICLE III

COVENANTS OF THE PARTIES

3.1. Further Assurances: Access to Properties and Information. Each of the parties hereto agrees to execute and deliver any and all further agreements, documents or instruments necessary or convenient to effectuate this Agreement and the transactions referred to herein. Each party will promptly notify the other party of any information delivered to or obtained by such party which would prevent the consummation of the transactions contemplated by this Agreement, or would indicate a breach of the representations or warranties of any of the parties to this Agreement or as to which any party intends to seek indemnity under any of the terms of this Agreement.

ARTICLE IV

MISCELLANEOUS

4.2. Successors; Assignment. This Agreement shall be binding upon and shall inure to the benefit of Seller and their respective executors and administrators, and of Purchaser and its respective successors and assigns. This Agreement and the rights and obligations hereunder shall not be assignable without the prior written consent of the other parties hereto.

4.3. Entire Agreement. This Agreement, together with the disclosures, notices and letters referred to herein and the exhibits hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection herewith.

4.4. Amendments/Waivers. Any amendment hereof must be in writing. Any provision hereof may be waived in writing by the party entitled to the benefit of such provision. No waiver of the breach of any provision shall be deemed or construed to be a waiver of other or subsequent breaches. Nothing herein is intended to confer any rights or remedies upon any person not a party hereto, except as expressly provided to the contrary herein.

5.5. Choice of Law and Enforcement. This Agreement shall be construed in accordance with, and governed by the laws of the State of Florida. In any dispute regarding this Agreement, the losing party shall pay the attorneys' fees, costs, and expenses of the prevailing party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.



Rob Thomson, SELLER



Carlos Gavidia, PURCHASER



Date

12/2/19

Date

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

• _____

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 Feb 3, 2020

Signature of a member or authorized representative of a member

CARLOS GAVIDIA

Typed or printed name of signer

Filing Fee: \$25.00