

**L14000097644**

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(City/State/Zip/Phone #)

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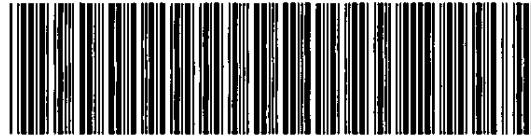
\_\_\_\_\_  
(Business Entity Name)

\_\_\_\_\_  
(Document Number)

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MAY 10 2017  
**S. YOUNG**

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## COVER LETTER

**TO: Registration Section  
Division of Corporations**

**SUBJECT:** Chuck's Auto Repair Service 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:

Charles R. Wagner

\_\_\_\_\_  
Name of Person

5575 Doug Taylor Circle LLC

\_\_\_\_\_  
Firm/Company

5575 Doug Taylor Circle

\_\_\_\_\_  
Address

St. James City, FL 33956

\_\_\_\_\_  
City/State and Zip Code

wroverwaggy@aol.com

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

For further information concerning this matter, please call:

Melville G. Brinson III, Esquire

239  
at ( )

282-0551

\_\_\_\_\_  
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

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

Chuck's Auto Repair Service 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 June 18, 2014 and assigned  
Florida document number L14000097644.

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)

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**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.*

\_\_\_\_\_  
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	Christopher L. Ritter	c/o Charles Calvin Jones, II	<input type="checkbox"/> Add
		Jones Haber & Rollings	<input checked="" type="checkbox"/> Remove
		1633 SE 47th Terrace	<input type="checkbox"/> Change
		Cape Coral, FL 33904-8731	<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
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**D. If amending any other information, enter change(s) here:** *(Attach additional sheets, if necessary.)*

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**E. Effective date, if other than the date of filing:** May 4, 2017 (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 May 4, 2017

Signature of a member

Signature of a member or authorized representative of a member

Charles R. Wagner

Typed or printed name of signee

## WITHDRAW OF MEMBER AND TRANSFER OF MEMBER'S INTEREST IN COMPANY

**DATE:** January 1, 2017

**PARTIES:** Christopher L. Ritter  
Charles R. Wagner

(Withdrawing Member)  
(Acquiring Member)

### RECITALS:

A. The Withdrawing Member is a Member of Chuck's Auto Repair Service, LLC, a Florida limited liability company (hereinafter referred to as the "Company"). The Company filed its Articles of Organization on June 18, 2014 and has no Operating Agreement.

B. The Members of the Company and their respective interests are as follows:

Charles R. Wagner	50%
Christopher L. Ritter	50%

C. As provided in paragraph B above, the Withdrawing Member is the owner of 50.00% of profits and losses of the Company and of a capital account representing 50.00% of the capital of the Company.

D. The Withdrawing Member desires to withdraw from the Company and transfer the Withdrawing Member's entire interest in the Company and the assets to the Acquiring Member.

E. The Members and Company have unanimously agreed to the transfer of interest as provided herein.

### AGREEMENTS:

#### SECTION 1. ASSIGNMENT

The Withdrawing Member hereby assigns and transfers to the Acquiring Member all of Withdrawing Member's interest as a Member of the Company. This assignment includes all of the interest of the Withdrawing Member in the Company, including a right to collectively share in 100.00% of the profits and losses of the Company and all rights of the Withdrawing Member to the capital of the Company.

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## SECTION 2. ACCEPTANCE

The Members hereby accepts the withdrawal of the Withdrawing Member and to his transfer of the interest to the Acquiring Member. The membership shares after the execution of this agreement shall be allocated as follows:

Charles R. Wagner

100%

## SECTION 3. PURCHASE PRICE AND PAYMENT

3.1 *Purchase Price.* The purchase price for the interest as a Member of the Company being transferred under this assignment from Acquiring Member to Withdrawing Member is Acquiring Member assigning all of his interest in 5575 DOUG TAYLOR CIRCLE, LLC to Withdrawing Member.

## SECTION 4. WITHDRAWING MEMBER'S REPRESENTATIONS AND WARRANTIES

The Withdrawing Member represents and warrants to the Acquiring Members that:

4.1 *Authority and Binding Effect.* The Withdrawing Member has full authority to execute and deliver this assignment and to make the transfer provided in this assignment. This assignment will, when executed and delivered, be a valid and binding obligation of the Withdrawing Member enforceable in accordance with its terms.

4.2 *Ownership of Interest and Right to Transfer.* The Withdrawing Member is the sole owner of the allocated interest as provided above as a Member of the Company being transferred under this assignment, free and clear of any and all liens or encumbrances, and will defend the same against all claims and demands of all persons. The Withdrawing Member has a good right to transfer the interest as a Member of the Company to the Company.

4.3 *Financial Interest Released.* The Withdrawing Member acknowledges that it will have no more interest, financial interest or otherwise, in the assets, tangible and intangible, in the Company, including but not limited to its licenses, trademarks and goodwill.

4.4 *Obligations and Contracts.* The Company is not in default in the payment of any of its obligations and is not in breach of the performance of any contract to which it is a party.

4.5 *Current Credit Card and Line of Credit.* The Company current utilizes a line of credit with Iberia Bank. Withdrawing Member shall remain as a guarantor of said debt obligation. Acquiring Members shall provide Withdrawing Member with direct access to

Withdraw and Transfer of Interest

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the account whether it be at Iberia Bank or with online access to said accountant. Should Acquiring Members terminate, suspend or block Withdrawing Member's access to the account, Withdrawing Member's obligation to be a guarantor shall immediately terminate and Withdrawing Member may take whatever steps are necessary to terminate his guarantor obligations under this agreement.

## **SECTION 5. SURVIVAL OF REPRESENTATIONS AND WARRANTIES**

5.1 All warranties and representations made in this assignment will survive the closing of the transfer of the interest as a Member of the Company being transferred under this assignment.

## **SECTION 6. EFFECTIVE DATE OF TRANSACTION**

The parties agree that the effective date of this Agreement is January 1, 2017. Subsequent to the effective date, the Acquiring Members shall be deemed the owner of the membership interests and shall be financially responsible for all income and any tax liability associated with the membership interests being transferred hereunder. In that regard, the members agree that the K-1 shall be prepared by the Company and mutually agreed to by the Withdrawing Partner and Acquiring Partner prior to the final K-1 being issued for 2016.

## **SECTION 7. INDEMNITY BY WITHDRAWING MEMBER**

The Withdrawing Member shall indemnify, defend and hold the Acquiring Members harmless from any and all liabilities, damages, losses and costs, including reasonable attorneys' fees, arising out of Withdrawing Member's ownership of membership interests in the Company prior to January 1, 2017, for whatever reason, including but not limited to, any liability or exposure Withdrawing Member have related to the Company's accounting practices, sums owed the Internal Revenue Service or sums owed other third parties.

## **SECTION 8. MISCELLANEOUS PROVISIONS**

8.1 Binding Effect. The provisions of this assignment are binding upon and will inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties.

8.2 Notice. Any notice or other communication required or permitted to be given under this assignment must be in writing and must be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties as follows:

Withdrawing Member: Christopher L. Ritter  
5343 Genesee Parkway  
Bokeelia, Florida 33922

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Acquiring Member: Charles Wagner  
7461 Pineland Road  
Pineland, Florida 33945

All notices and other communications will be deemed to be given at the expiration of three days after the date of mailing. The address of a party to which notices or other communications must be mailed may be changed from time to time by giving written notice to the other parties.

8.3 Governing Law. This assignment will be governed by the law of the State of Florida. The venue for any civil action filed in connection with this Agreement shall be in a court of competent jurisdiction sitting in Lee County, Florida.

8.4 Entire Agreement. This assignment constitutes the entire agreement between the parties pertaining to its subject matter, and it supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this assignment will be binding unless executed in writing by all parties.

8.5 Authority. Each individual executing this assignment on behalf of a corporation or limited liability company warrants that he or she is authorized to do so and that this assignment will constitute the legally binding obligation of the corporation or other entity that the individual represents.

8.6 Attorneys' Fees. Should any party be required to bring a civil action to enforce its rights under this Withdrawal, the prevailing party in such action shall be entitled to its costs and reasonable attorneys' fees, including those incurred on appeal.

8.7 Personal Property. Withdrawing Member maintains some personal property on the premises which includes but is not limited to a selection of orchids. Withdrawing Member shall identify said personal property. In the event Withdrawing Member requires supplies from the Company, Withdrawing Member shall receive the supplies from the Company at the Company's cost for the same.

(the remainder of this page is intentionally left blank for signatures on the following page)  
AGREED TO AND CONSENTED TO BY: AGREED TO AND CONSENTED TO BY:

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Withdrawing Member: Christopher L. Ritter

By:

Individually and as a Member

Witness

Acquiring Member: Charles R. Wagner

By:

Individually

Witness

Witness

Witness

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