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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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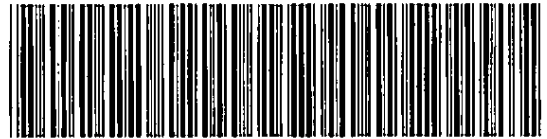
(Business Entity Name)

(Document Number)

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20 JUN -1 AM 9:24

JUN 1 6 2020
C. McNAIR

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Shipwreck LLC

Name of Limited Liability Company

20 JUN - 1 AM 9:24

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Shannon Evans

Name of Person

The Tax Retriever

Firm/Company

3000 Gulf to Bay Blvd Ste 210

Address

Clearwater FL 33759

City/State and Zip Code

bstew0927@aol.com

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

For further information concerning this matter, please call:

Shannon Evans

727 430-5612
at ()

Name of Person

Area Code

Daytime Telephone Number

Enclosed is a check for the following amount:

- | | | | |
|--|--|--|--|
| <input checked="" type="checkbox"/> \$25.00 Filing Fee | <input type="checkbox"/> \$30.00 Filing Fee &
Certificate of Status | <input type="checkbox"/> \$55.00 Filing Fee &
Certified Copy
(additional copy is enclosed) | <input type="checkbox"/> \$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**

Shipwreck LLC

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

20 JUN -1 AM 9:24

The Articles of Organization for this Limited Liability Company were filed on 04/06/2015 and assigned Florida document number L15000060042.

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.

If Changing Registered Agent, Signature of New Registered Agent

MGR = Manager
AMBR = Authorized Member

[illegible]

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

Shipwreck LLC is amending the Percentage ownership of each officer. Our Ammended Operating agreement

is attached and should be updated to follow:

Larry Wagner 48%

Beverly Stewart 26%

Terri Armstrong 26%

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 April 23rd 2020



Signature of a member or authorized representative of a member

Shannon Evans

Typed or printed name of signee

LLC Operating Agreement Addendum
(*Changes from Original Agreement will be Asterisked)**

This is a limited Liability Company Operating Agreement (the "Agreement") made on the 23rd day of April 2020 2020 The Members in this agreement are as follows:

Larry Wagner
Beverly Stewart
Terri Armstrong

The Members to this Agreement agree to the following:

Name:

This Limited Liability Company will be known as Shipwreck LLC (the "LLC").

The LLC:

- a) The Members have formed a Limited Liability Company.
- b) The terms and conditions of their LLC will be outlined in this Agreement.
- c) If the Agreement is executed, the LLC Operating Agreement will be in effect on August 01, 2019.
- d) The LLC will only be terminated as outlined in this Agreement.
- e) The LLC's primary place of business will be 647 Mandalay Avenue, Clearwater Beach, Florida, 33767.
- f) The LLC will be governed under the laws of the state of Florida.
- g) The LLC's primary purpose is Operation of the Shipwreck bar.

Contributions:

The Members will make an initial contribution to the LLC as follows:

Larry Wagner: \$0.00 in _____
Beverly Stewart: \$0.00 in _____
Terri Armstrong : \$0.00 in _____

Contributions will be submitted no later than _____ All capital contributions are final unless all Members give written consent of withdrawal. All contributions will be deposited into a joint capital account.

Interest:

The Members' ownership interest in the LLC will be as follows:

*****Larry Wagner: 48.00%**

*****Beverly Stewart: 26.00%**

*****Terri Armstrong: 26.00%**

Costs:

The Members will share costs according to the following percentages:

*****Larry Wagner: 48.00%**

*****Beverly Stewart: 26.00%**

*****Terri Armstrong: 26.00%**

Profits:

The Members will share the net profits of the LLC according to the following percentages:

*****Larry Wagner: 48.00%**

*****Beverly Stewart: 26.00%**

*****Terri Armstrong: 26.00%**

- The Members' profit allocation will be accounted by CPA Tax Accounting Inc according to the above percentages after the costs of the LLC have been paid or calculated according to the above cost percentages.
- Profit allocations will be distributed 4 times per year.
- Each member must receive 100.00% of their profit allocation each year from the LLC, although percentages greater than the above listed may be distributed according to a member vote.
- The members are allowed to withdraw from their profit allocation at any time.
- All members will receive enough funds from the LLC to cover their income taxes for total profit allocation by the LLC.

Members and Managers:

- The liability of the Members is limited according to the Limited Liability statutes for the state of Florida
- No Member shall be an agent of any other Member by reason of being a Member of the Company.
- All Members of the LLC, by majority vote of Member interest, will maintain 3 Manager(s) to be reelected every_____.
- All Members will vote in each election.
- Members that are not elected as Managers shall not have any control or vote in the operation of the Company's affairs and shall have no power to bind the Company.
- The Managers authority will be defined by the following unless otherwise stated in the Agreement: All decision for contract or otherwise will be made based on a majority vote of percent of ownership. Each Manager will have the authority based on their percent of ownership outlined in the above Agreement.

Accounting:

- All accounts related to the LLC, including contribution and distribution accounts will be audited upon a majority vote of the Members.
- All Members will maintain a joint contribution account. All Members will maintain a joint distribution account. Members will keep accurate and complete books of account for all accounts related to the LLC. Any Member, whether majority or minority, will be allowed to review all books of account at any time they request.
- Accounting records will be kept on a cash basis.
- All financial records including tax returns and financial statements will be held at the LLC's primary business address and will be accessible to all members.
- The fiscal year will be complete on the last day of December of each year.
- All Members will present their position on the state of the LLC within two weeks of the completion of each fiscal year.
- The following Members will be able to sign checks from any joint Member account:

Larry Wagner
Beverly Stewart
Terri Armstrong

New Members:

The LLC will amend this agreement to include new Members upon the written and unanimous vote of all Members.

The name of the LLC may be amended if a new Member is added to the LLC upon the written and unanimous vote of all Members.

Withdrawal or Death:

The Members hereby reserve the right to withdraw from the LLC at any time. Should a Member withdraw from the LLC because of choice or death, the remaining Members will have the option to buy out the remaining shares of the LLC. Should the Members agree to buy out the shares, the shares will be bought in equal amounts by all Members. The Members agree to hire an outside firm to assess the value of the remaining shares. The Members will have 60 days to decide if they want to buy the remaining shares together and disperse them equally. If all Members do not agree to buy the shares, individual Members will then have the right to buy the shares individually. If more than one Member requests to buy the remaining shares, the shares will be split equally among those Members wishing to purchase the shares. If all Members agree by unanimous vote, the LLC may choose to allow a non-Member to buy the shares thereby replacing the previous Member.

If no individual Member(s) finalize a purchase agreement by 60 days, the LLC will be dissolved.

The name of the LLC may be amended upon the written and unanimous vote of all Members if a Member is successfully bought out

Dissolution:

Should the LLC be dissolved by unanimous vote or otherwise, the LLC will be liquidated, and the debts will be paid. All remaining funds after debts have been paid will be distributed based on the percentage of ownership interest outlined in this Agreement.

Amendments:

- Amendments may be made hereto upon the unanimous and written consent of all Members.
- Amendments must be expressly written and have the original signatures of all Members.

Settling Disputes:

All Members agree to enter into mediation before filing suit against any other Member or the LLC for any dispute arising from this Agreement or LLC. Members agree to attend one session of mediation before filing suit. If any Member does not attend mediation, or the dispute is not settled after one session of mediation, the Members are free to file suit. Any law suits will be under the jurisdiction of the state of Florida.

All Members signed hereto agree to the above stated Agreement.

Signed this 23rd day of April, 2020

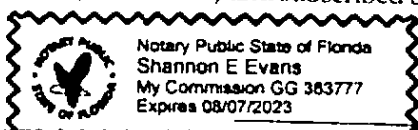
Signature Larry Wagner

Signature Beverly Stewart

Signature Terri Armstrong

STATE OF FLORIDA
COUNTY OF Pinellas

Sworn to (or affirmed) and subscribed before me this 23rd day of April 2020.



(NOTARY SEAL)

(Signature of Notary Public-State of Florida)

(Name of Notary Typed, Printed)

Personally Known ☒ OR Produced Identification ☒

Type of Identification Produced Drivers Licence Larry #W256528384270