

L1600000 3661

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

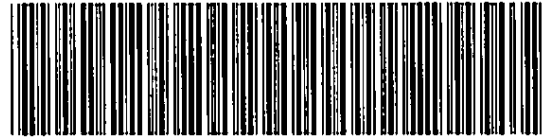
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



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05/14/18--01038--028 **25.00

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2018 MAY 14 PM 2:49
CLERK OF STATE
TALLAHASSEE FLORIDA

MAY 17 2018
J. HARRIS

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Foxwood Studios LLC

(Name of Limited Liability Company)

The enclosed member, resignation or dissociation and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Linda Bommer

(Contact Person)

Foxwood Studios LLC

(Firm/Company)

1326 SW Sultan Drive

(Address)

POrt Saint Lucie , Fl 34953

(City/State and Zip Code)

For further information concerning this matter, please call:

Linda Bommer

(Name of Contact Person)

at (772)

333.5504

(Area Code & Daytime Telephone Number)

Enclosed please find a check made payable to the Florida Department of State for:

☒ \$25 Filing Fee

☐ \$55 Filing Fee & Certified Copy

STREET/COURIER ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

CR2E079 (2/14)

MAILING ADDRESS:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

← actual address.
Online address
is wrong reflecting
who I bought
the LLC from.
Please correct
according to your
documents

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TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

**DISSOCIATION OR RESIGNATION OF MEMBER, MANAGER FROM
FLORIDA OR FOREIGN LIMITED LIABILITY COMPANY**

(Pursuant to 605.0216, Florida Statutes)

1. The name of the limited liability company as it appears on the records of the Florida Department of State is: Foxwood Studios LLC

2. The Florida document/registration number assigned to this limited liability company is:

~~81-3643265~~ L16000003661

3. The date this member/manager withdrew/resigned or will withdraw/resign is: May 11, 2017

4. I, Clark Woodard, hereby withdraw/resign as a
(Print Name of Person Resigning)

CEO

(Print Title)

of this limited liability company and affirm the limited liability company has been notified of my resignation in writing.

See included documents for signature. Thank you.

Signature of Dissociating Member or Resigning Manager

Filing Fee: \$25.00 (Required)
Certified Copy: \$30.00 (Optional)

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TALLAHASSEE, FLORIDA

ASSIGNMENT AND ASSUMPTION
OF MEMBERSHIP INTERESTS
(FOXWOOD STUDIOS, LLC)

THIS ASSIGNMENT AND ASSUMPTION OF MEMBERSHIP INTERESTS (this "Assignment") is dated as of May 11, 2017, by and among , CLARK J. WOODARD with an address at 378 SE PORT ST. LUCIE BLVD. PMB #1001, PORT ST. LUCIE STE, FL 34984 ("Assignor") and LINDA L. BOMMER, with an address at 1326 SW Sultan Drive, Port St Lucie, FL 34953 (the "Assignee"), recites and provides as follows:

RECITALS:

WHEREAS, the Assignor is the owner of an aggregate fifty percent (50%) Membership Interest in FOXWOOD STUDIOS, LLC, a Florida limited liability company (the "Company"); and

WHEREAS, the Assignor proposes to assign, transfer and sell to Assignee his entire fifty percent (50.0%) Membership Interest in the Company (the "Assigned Interest") by the execution and delivery of this Assignment and Assumption Agreement. The Assignor now wishes to assign and transfer to the Assignee all of the Assignor's right, title and interest in and to the Assigned Interest.

ASSIGNMENT AND ASSUMPTION AGREEMENT:

For and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. The Assignor hereby sells, conveys, assigns and transfers to the Assignee all of the Assignor's rights, title and interests in and to the Assigned Interest subject to the terms and conditions of that certain Operating Agreement of the Company (the "Operating Agreement").
2. Acceptance, Assumption and Indemnity by Assignee. The Assignee (a) accepts the assignment of all of the Assignor's rights, titles and interests in and to the Assigned Interest, (b) agrees to be bound by all of the terms, covenants and conditions of the Operating Agreement, and (c) assume the obligations and liabilities of the Assignor under the Operating Agreement from and after the date hereof with respect to the Assigned Interests. From and after the date hereof, the Assignor shall not have any obligations or liabilities with respect to the Assigned Interest.
3. Release and Termination. The Assignee hereby releases the Assignor from all obligations related to the Assigned Interest or as otherwise incurred by Assignor under the terms of the Operating Agreement with respect to the Assigned Interest.
4. Further Assurances. The Assignor, at no cost to Assignor, and Assignee hereby covenant and agree to execute and deliver, or cause to be executed and delivered, and to do or make, or cause to be

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IN THE DISTRICT OF FLORIDA
PORT ST. LUCIE, FLORIDA

done or made, any and all instruments, papers, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required for the purpose of effecting the assignment described herein.

5. Assignor hereby resigns from any positions he may have held with the Company, such resignation to become effective immediately.

6. Completeness and Modification. This Assignment constitutes the entire agreement between the parties hereto as to the subject matter hereof and, in addition to that Memorandum of Understanding of even date herewith between the parties hereto, supersede all prior discussions, understandings or agreements between the parties hereto.

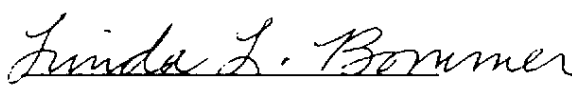
7. General. To facilitate execution, this Assignment may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof, and it shall be sufficient that the signature on behalf of each party hereto appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement. This Assignment (or counterpart thereof) signed by one or more of the parties and delivered by facsimile shall be effective as an original. . IN ANY SUIT ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, ALL PARTIES WAIVE TRIAL BY JURY. This Agreement shall be construed in accordance with its plain meaning and shall not be construed against either party by virtue of that party having drafted this Agreement. Both parties have had input into this Agreement and this Agreement shall be construed in accordance with its fair meaning and not for or against any party as "drafter."

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed by their duly authorized representatives as of the date of this Assignment.

ASSIGNOR:

ASSIGNEE:


CLARK J. WOODWARD

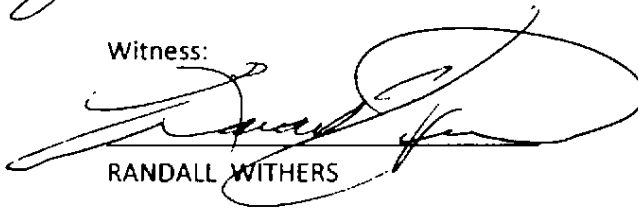

LINDA L. BOMMER

The undersigned execute this Assignment to evidence their consent to the assignment of Assigned Interest from CLARK J. WOODWARD to LINDA L. BOMMER


CLARK J. WOODWARD


LINDA L. BOMMER

Witness:


RANDALL WITHERS

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