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COVER LETTER **Registration Section** TO: **Division of Corporations** DBA: BIEL INTERIORS SERNCES TSB MANAGEMENT SUBJECT 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: OF All CORRESPONDENCE BEU JEREMY Name of Person BELL INTERIORS Stephanie NANFELOT 3513 Moss pointe pl. LAKE MARY 12 329440 GNANFELOT B3 Campil com Firm/Company DAKOTA TRAI 2519 Address FIERN PARK City/State and Zip Code GMALL OM BEUINTERIOLS B3 C E-mail address: (to be used for future annual report notification) For further information concerning this matter, please call: 478 -8602 JERKEMY BIELL at (678 Name of Person. Area Code Daytime Telephone Number Enclosed is a check for the following amount: **1** \$25.00 Filing Fee. \$30.00 Filing Fee & □ \$55.00 Filing Fee & □ \$60.00 Filing Fee,.... Certificate of Status Certificate of Status & Certified Copy Certified Copy (additional copy is enclosed) (additional copy is enclosed) MAILING ADDRESS: STREET/COURIER ADDRESS Registration Section **Registration Section** Division of Corporations **Division** of Corporations P.O. Box 6327 Clifton Building Tallahassee, FL 32314 2661 Executive Center Circle Tallahassee, FL 32301

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A. If amending name, enter the new	<u>v name of the limi</u>	ted liability con	<u>pany here</u> :	· ·	• ,•	
	N/A					
The new name must be distinguishable and co	ontain the words "Limi	ited Liability Comp	any," the designation	"LLC" or the abbr	eviation "L.L.C."	· ·
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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

Page 1 of 3

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> Name Address **Type of Action** 3513 Muss pointe pl. StephAME NANGEIDT MAR LAKE MARY FL 32746 Remove \_\_\_ Change 2519 DAKOTA TRAIL JEREMY BELL 🗖 Add proloce to FERN park FL 32730 GOLE OWNER MGR REGISTERED AGENT) 🛛 Remove Change 🗖 Add 🛛 Remove Change 🗖 Add 🗉 □ Remove -Ē ¢. Change 57 ł ÷7. . ⊖ D Add ín. U للبيسه \_\_\_\_\_ Remove Ć Ü ່ພາ Change Add C Remove Change

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(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) <u>Note:</u> 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:
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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.
(b) The 90th day after the record is filed.
Dated $09/27$ $2010$
station In Manfelt / 7 8/1
Signature of a member or authorized representative of a member
StepHANE NANFELOT SOROMY RYAN BELL
Typed or printed name of signee

Page 3 of 3 Filing Fee: \$25.00

## Agreement between Stephanie Nanfeldt & Jeremy Bell pertaining to JSB Management Services, LLC (DBA: Bell Interiors)

\*\*\* This agreement must be notarized in order for it to be considered legally binding -- both parties need to sign it in front of a notary public and each party will maintain a copy of all records.

## Date: 09/27/16

- Effective 09/27/16 Stephanie Nanfeldt will be removing herself as manager/officer of JSB Management Services, LLC (DBA: Bell Interiors). Jeremy Bell will be remained as sole MGR – as well as – the registered agent with new physical address of the busin ss to be moved to 2519 Dakota Trail Fern Park, FL 32730.
  - a. Stephanie will file this signed paperwork with Sunbiz with effective date of 09/27/16 and will pay the filing fee.
  - b. Stephanie will remove her name from both the business checking and business savings account by end of business day 10/01/16. Should she need copies of any records related to the account during the time it was in both parties' names, Jeremy should provide her these items if possible.
  - c. The following has been agreed to by Stephanie and Jeremy in regards to the tax liability during this 6-month shared business:
    - Total sales revenue deposited into JSB Management Services business account = \$102985.07 (from 03/16/16 thru 09/14/16)
      - Out of this amount \$74235.07 was strictly from work done as part of Bell Interiors cabinet/construction company. The other \$28750.00 was payment from Surface Solutions USA, LLC to Stephanie Nanfeldt as a 1099 subcontractor. (Stephanie is now on payroll through SS and is no longer receiving any payments made out to JSB Management Services LLC). (Please see revision to this statement in reference to the Melanie Campbell job below on line item 4).
      - Surface Solutions USA, LLC will be issuing a 1099 to JSB Management Services at the end of the year for the amount of \$28750.00 – JSB Management Services will then issue a 1099 to Stephanie Nanfeldt and she will be responsible for paying self-employment taxes on this full amount – no part of this \$28750.00 is of any responsibility to Jeremy Bell.
      - 3. Stephanie Nanfeldt will be deemed a 33.3333% shareholder of JSB Management Services, LLC (DBA Bell Interiors) and Jeremy Bell will be deemed a 66.6667% shareholder of JSB Management Services, LLC (DBA Bell Interiors) for the time period of 03/02/16 thru 09/27/16 (after this date Jeremy will be listed as 100% shareholder and

Stephanie will have no part of the company responsibility or liability from this time forward).

4. The ONLY deviation to this is in reference to the final job we worked on together, Melanie Campbell. There is still an outstanding balance due of \$8415.00 on the cabinets and \$3235.45 on the countertops – these amounts will be added to the total sales revenue shown on line item 1ci so that the tax liability will be shared between Stephanie and Jeremy as described in item #3 (the previous payments on this job have already been included in sales revenue listed above). FOR REFERENCE ONLY (total cabinet job = \$24042.00, total countertop job = \$6470.90)

## \*\*\* This will bring total sales revenue for Bell Interiors from 03/02/16 thru completion of Melanie Campbell job = \$85885.52 \*\*\*

- a. Jeremy Bell is to pay Stephanie her owed portion of the profits on this job as soon as final payment has been made by client (1/3 of the amount remaining as profit at completion of the cabinets – the other 1/3 to go to Mike Williamson)
  - Commission to Jeremy of 8% = \$1923.36 (this was already deducted from deposit paid by customer per Jeremy and put into personal savings – DO not take this from profit amount left over at end of job)
  - Profit amount TBD it was estimated to be around \$8000 (meaning \$2667 or so per person) – Jeremy Bell will provide Stephanie with spreadsheet showing all man hours, labor charges, expenses, etc.... to figure this amount and it will be split fairly 3 ways.
- Stephanie will likewise pay Jeremy for his 1/3 portion of the profit on the countertops as soon as final payment has been made by client (the other 1/3 to go to Mike Williamson)
  - i. Commission to Stephanie of 5% = \$281.34
  - ii. 10% profit figured (\$562.69) divided by 3 = \$187.56 to each party.
- 2) All costs associated with accountant to file these taxes will be split according to shareholder amount stated above (33.3333% Stephanie, 66.6667% Jeremy). Should Jeremy choose to use the accountant for items other than those pertaining to the filing of taxes, these will be at his cost solely.
  - a. Stephanie and Jeremy will work together to prep all paperwork that accountant may need for filing of taxes as to avoid additional charges.
  - b. Both Stephanie and Jeremy are entitled to copies of ALL documents pertaining to the business for the time period of 03/02/16 thru duration of Melanie Campbell job. This includes all future tax paperwork pertaining to this time period.

- 3) Jeremy is paying Stephanie back \$6300.00 over the next 9 months (at \$700 per month until June 2017) this money was part of a loan in the amount of \$10,000 for the down payment on the 2015 Dodge RAM Pickup truck (in both parties' names, with Jeremy as principal user of this vehicle) and \$4,000.00 for the purchase of the 20' work trailer. All repayments of this money are to be considered "loan repayment" and not income when figured at tax time (and this has been noted with the accountant already). This also includes any other payments made by Jeremy to Stephanie relating to personal items/bills shared between the two).
- 4) The trailer was paid for in full by Stephanie Nanfeldt for the use by JSB Management Services LLC/DBA: Bell Interiors. Jeremy Bell is making payments to Stephanie for reimbursement of this capital investment. At such time as this loan is repaid in full Stephanie will then transfer title to Jeremy Bell. Until then the trailer will be registered in Stephanie's name. Jeremy will need to pay fee for title transfer at such time through Seminole County (or whichever county he is residing in at that time).
  - a. Any expenses related to trailer (i.e.: tires, maintenance, any advertising, etc....) are to be at Jeremy's full expense as he is taking full possession of the trailer and it will be property of the companies 100% once repayment of the loan is complete.
- 5) All tools purchased as part of means of doing business during the last 6 months of JSB Management Services, LLC/DBA: Bell Interiors are to stay in the possession of Jeremy Bell (with the exception of lawnmower and weed eater which shall stay with Stephanie).
- 6) Jeremy will assume making all payments to Nationwide insurance for General Liability insurance pertaining to the business. He needs to contact Morse Agency and inform them of change in business so that it can be noted on the policy.

By signing below both parties agree to all items as described above and will act in good faith to complete all items as mentioned.

Date: 9-27-16

Jeremy Bell

17

M. Marffeldt

Date: \_\_\_\_\_

Stephanie Nanfeldt