

L16000140215

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

MAIL

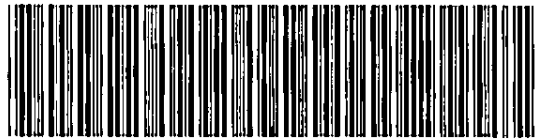
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



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D SCOTT

JUN - 6 2019

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Fitwarehouse 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:

MATT BURNS
Name of Person
Fitwarehouse LLC
Firm/Company
6950 Bryan Dairy Rd
Address
Seminole, FL 33777
City/State and Zip Code
matth@crossfittampabay.com
E-mail address: (to be used for future annual report notification)

RECEIVED
JAN 10 2007

For further information concerning this matter, please call:

MATT BURNS at (727) 545-5737
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

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

Fitwarehouse 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 7/26/2016 and assigned
Florida document number L16000140215

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:

MATTHEW BUANKS

New Registered Office Address:

11203 142nd way

Enter Florida street address

Largo

City

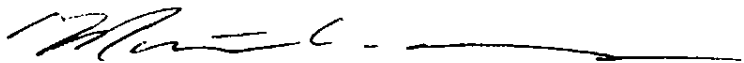
Florida

33774

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>
Owner	EDWARDS, Patrick L	2465 Hickman Cir	<input type="checkbox"/> Add
		Clearwater 33761	<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
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			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change

2000

(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)

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

Mar 15, 2019

Signature of a member or authorized representative of a member

MATTHEW E. BURNS

Typed or printed name of signee

**ASSIGNMENT AND TRANSFER OF
LIMITED LIABILITY COMPANY INTEREST**
(Fit Warehouse LLC)

THIS ASSIGNMENT AND TRANSFER OF LIMITED LIABILITY COMPANY INTEREST (this "Assignment") is made and entered into on the Effective Date (as defined below) (the "Effective Date"), by and between **PATRICK EDWARDS**, individually ("Assignor"), and **MATTEW BURNS** ("Assignee"), with reference to the following:

RECITALS:

WHEREAS, Assignor owns 50% of the outstanding membership interests in Fit Warehouse LLC, a Florida limited liability company (the "Company"), and is a party to that certain Operating Agreement of the Company, a copy of which is attached hereto as Exhibit "A" (the "Operating Agreement"); and

WHEREAS, Assignor desires to sell, assign, and transfer to Assignee all of Assignor's Membership Interest in the Company equal to 50% of the total Membership Interests in the Company (the "Assigned Interests"), on the terms and conditions contained herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) paid by Assignee to Assignor, the parties hereto agree as follows:

1. **Recitals.** The above-referenced Recitals are true and correct and incorporated herein by this reference.

2. **Purchase Price; Assignment.** Assignor hereby sells, assigns, transfers, and delivers unto Assignee for a purchase price equal to Twelve Thousand Five Hundred Dollars (\$12,500.00) (the "**Purchase Price**"), and Assignee hereby purchases and accepts from Assignor, effective as of the Effective Date, all of Assignor's right, title, and interest in and to the Assigned Interests in exchange for payment of the Purchase Price to Assignor, free and clear of all liens and encumbrances. The Purchase Price represents Seven Thousand Seven Hundred Fifty and 00/100 Dollars (\$7,750) for Assignor's Membership Interest in the Company, and fifty percent (50%) of the Company's bank account balance that came to Four Thousand Seven Hundred Fifty Dollars (\$4,750.00) (Total=\$12,500.00). Furthermore, Assignee hereby acknowledges that he has received and reviewed a complete copy of the Operating Agreement of the Company and agrees that effective as of the Effective Date, Assignee shall become the sole Member to the Operating Agreement and shall be fully bound by, and subject to, all of the covenants, terms, and conditions thereof as though an original party thereto.

3. **Assignor's Representations and Warranties.** Assignor hereby represents and warrants to Assignee that (i) this Assignment has been duly executed and delivered by, and is a valid and binding obligation of, Assignor, enforceable against it in accordance with its terms; (ii) it is the sole owner of Assigned Interests; and (iii) Assignor has good title to the Assigned

Interests, free and clear of any liens, claims, encumbrances, security interests, or options to purchase same.

4. **Successors and Assigns.** This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors, and assigns. No supplement, modification, waiver, or termination of this Assignment or any provisions hereof shall be binding unless executed in writing by all parties hereto.

5. **Counterparts; Scanned and/or Electronic Signatures.** This Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument. For purposes for executing this Assignment, scanned and emailed, and/or electronic signatures are acceptable.

6. **Effective Date.** As used herein, the term "Effective Date" shall be the last date on which Assignor and Assignee have both executed this Assignment.

IN WITNESS WHEREOF, the undersigned hereby execute this Assignment on the dates indicated below to be effective on the Effective Date.

"Assignor"



PATRICK EDWARDS, individually

Date: May 16, 2019

"Assignee"



MATTHEW BURNS, individually

Date: May 10, 2019