

L16000183999

(Requestor's Name)

Franchise Brokers Association
1080 Woodcock Rd. Suite 295
Orlando, FL 32803

(City/State/Zip/Phone #)

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(Business Entity Name)

(Document Number)

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DIVISION OF CORPORATIONS

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FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

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17 JUL 12 PM 3:46
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: FRANCHISE OWNER INTERNATIONAL

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

3. The date this member/manager withdrew/resigned or will withdraw/resign is: 06/22/17

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

MANAGER.

(Print Title)

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

Signature of Dissociating Member or Resigning Manager

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

ASSIGNMENT OF OWNERSHIP INTEREST

THIS ASSIGNMENT OF OWNERSHIP INTEREST (the "Assignment") is made and entered into effective this 20th day of June, 2016 ("Effective Date") by Maria Rovira, an individual ("Assignor") and Franchise Owners International, LLC ("Assignee").

WITNESSETH:

WHEREAS, Assignor is an owner and director of Assignee;

WHEREAS, Assignor wishes to completely assign over to Assignee all of Assignee's ownership and other interests the Assignor may have in or with respect to Assignee (collectively, the "Transferred Interest") in lieu of any further rights or obligations on Assignor's part regarding Assignee and its business;

NOW THEREFORE, in consideration of the covenants and representations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT:

1. Assignment of Transferred Interest.

1.1 Assignment. Subject to the terms and conditions of this Assignment, as of the Effective Date, Assignor does hereby transfer, convey, sell and assign to Assignee, the Transferred Interest free and clear of any liens, pledges, claims, charges, security interests, claims or encumbrances of any nature whatsoever. This Assignment shall include all of Assignor's right, title, and/or interest in Assignee, including any right, title and/or interest to compensation, profits, reimbursement, capital or income from Assignee and all of Assignor's right, title, and/or interest to participate in any manner in Assignee or its operations.

2. Further Assurances. Assignor agrees to do, execute, acknowledge and deliver such documents and instruments and to take such further actions as may be reasonably proper and necessary in order to effectuate the purposes of this Assignment.

3. Resignation. Assignor hereby resigns from all positions with Assignee including, without limitation, as a director of Assignee.

4. Miscellaneous.

4.1 Survival. No representations, promises or inducements have been made by the parties other than as appear in this Assignment. All representations and warranties made by the parties in this Assignment are made as of the Effective Date and will survive the Effective Date.

4.2 Entire Agreement; Amendment. This Assignment constitutes the entire agreement between the parties with respect to the assignment and resignation described herein. This Assignment shall not be amended or modified except in writing signed by both parties.

4.3 Severability. In the event any provision of this Assignment is declared invalid or unenforceable, such provision shall not affect the remaining provisions, and such remaining provisions shall continue in full force and effect and in lieu of such invalid or unenforceable provision, there will be automatically added as part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible to the maximum extent allowable by law.

4.4 Counterparts. This Assignment may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument. This Assignment may be executed and delivered via email.

4.5 Successors in Interest. This Assignment shall inure to the benefit of, and be binding upon, the heirs, successors and permitted assigns of the parties. This Assignment is for the benefit of, and may be enforced by the parties who are signatories hereto and their respective successors and permitted assigns, with respect to the rights and obligations of such signatory parties. This Assignment is not for the benefit of, and may not be enforced by any third party who is not a signatory hereto.

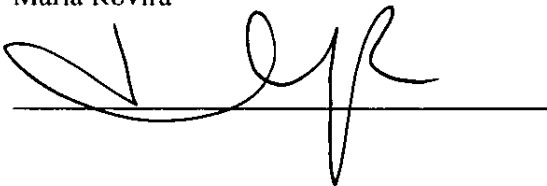
4.6 Effective Date and Time. The assignment and resignation described herein shall be effective as of 11:59 p.m. on the Effective Date.

4.7 Governing Law. This Assignment shall be construed and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date

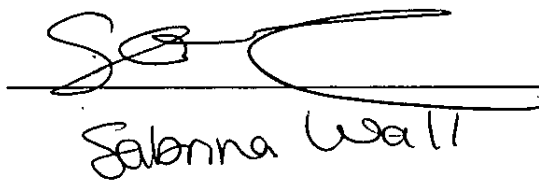
ASSIGNOR:

Maria Rovira

A handwritten signature in black ink, appearing to be 'M. Rovira', written over a horizontal line.

ASSIGNEE:

Franchise Owners International, LLC

A handwritten signature in black ink, appearing to be 'Sabanna Wall', written over a horizontal line.