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(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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PICK-UP

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WAIT

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MAIL

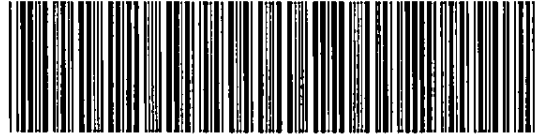
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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02/05/18--01005--030 **25.00

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
18 FEB -5 AM 7:49

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: WORKFORCE MANAGEMENT HOLDINGS 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:

MICHAEL EVANS

Name of Person

Bluewave HR LLC

Firm/Company

6751 NW 26TH WAY

Address

FORT LAUDERDALE, FL 33309

City/State and Zip Code

mike.evans@bluewavehr.com

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

For further information concerning this matter, please call:

Mike Evans

Name of Person

at (954)

Area Code

993-0629

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**

WORKFORCE MANAGEMENT HOLDINGS 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 2/10/2017 and assigned
Florida document number L17000031002.

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 "LLC."

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) _____

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TALLAHASSEE, FLORIDA
18 FEB -5 AM 7:49

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

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>
AMBR	PRHRTLM, LLC	751 NW 26TH WAY	<input type="checkbox"/> Add
		INDIANAPOLIS, IN 46204	<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
MGR	DAVID DOWNING	543 E. MARKET STREET	<input type="checkbox"/> Add
		INDIANAPOLIS, IN 46204	<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
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			<input type="checkbox"/> Change

18 FEB - 3 AM '71

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

(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.

20/6

MICHAEL EVANS

Typed or printed name of signee

ASSIGNMENT OF MEMBERSHIP INTEREST

This Assignment Agreement ("**Assignment**") is dated and effective as of 1/11/2018, 2017, and is made by and between PRHRTLM, LLC, an Indiana limited liability company ("**Assignor**") and Bluewave HR LLC, a Florida limited liability company ("**Assignee**").

RECITALS:

A. Assignor desires to assign and transfer to Assignee its fifty percent membership interest (hereinafter the "**Assigned Interest**") in Workforce Management Holdings LLC, a Florida limited liability company (hereinafter the "**Company**").

B. Assignee desires to acquire from Assignor said Assigned Interest.

NOW THEREFORE, in consideration of the recitals and the covenants and agreements set forth in this Assignment, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Assignment.** Subject to the terms and conditions of this Assignment and the Membership Interest Purchase Agreement between them, Assignor hereby assigns, transfers and sets over to Assignee, absolutely and unqualifiedly any and all of Assignor's right, title and interest, of any kind, class or nature whatsoever, direct or indirect, tangible or intangible, choate or inchoate, legal or equitable, in the Assigned Interest.

2. **Acceptance of Assignment and Assumption of Obligations.** Assignee hereby accepts the assignment of the Assigned Interest.

3. **Representations and Warranties.** Each of Assignor and Assignee represents and warrants to the other that they have the full power and authority to enter into and consummate the assignment of the Assigned Interest. Assignor further represents that he has clear title in and to the Assigned Interest.

4. **Further Assurances.** From and after the date hereof, the parties shall duly perform such further acts and duly execute, acknowledge, and deliver all such further deeds, assignments, documents of title, transfers, conveyances, and assurances as may be reasonably necessary or appropriate (including without limitation as so deemed by Company or its advisors or financiers) to convey to and vest in Assignee good title to the Assigned Interest, intended to be issued and assigned, transferred and conveyed pursuant to this Assignment and as may be appropriate otherwise to carry out the transactions contemplated by this Assignment.

5. **Severability.** If any term or provision of this Assignment is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms and provisions of this Assignment shall be in no way affected, impaired or invalidated.

6. Successors. This instrument and the rights and liabilities contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs and permitted assigns, if any.

7. Governing Law; Jurisdiction. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida (without reference to the choice of law principles thereof).

8. Counterparts; Facsimile Signatures. This Assignment may be executed in one or more substantially identical counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A photocopy, facsimile or printout of a digital image of this Assignment and any signatures hereon shall be considered for all purposes as an original.

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment.

ASSIGNOR:

PRHRTLM, LLC

By: 

David Downey, authorized representative

ASSIGNEE:

BLUEWAVE HR LLC

By: 

Michael Evans, authorized representative

MEMBERSHIP INTEREST PURCHASE AGREEMENT

This Membership Interest Purchase Agreement (the "Agreement") made and entered into on this 31 day of October, 2017 ("Effective Date"), by and between Bluewave HR, LLC, a Florida limited liability company (hereinafter the "Buyer") and PRHRTLM, LLC, an Indiana limited liability company (hereinafter the "Seller").

RECITALS

WHEREAS, Seller owns fifty percent (50.00%) (the "Transferred Interest") of the outstanding membership interest in Workforce Management Holdings LLC, a Florida limited liability company (hereinafter the "Company");

WHEREAS, Buyer desires to purchase from Seller Seller's Membership Interest in the Company in accordance with the terms and conditions set forth herein;

WHEREAS, the parties voluntarily agree to enter into this written Agreement to set forth the terms of the purchase and sale of the Seller's membership interest in the Company;

NOW, THEREFORE, in consideration of the covenants and agreements contained in this Agreement, it is agreed as follows:

TERMS

1. Interest to be transferred. At closing, Seller shall sell to Buyer and Buyer shall purchase from Seller, Seller's right, title and interest in the Transferred Interest.

2. Purchase Price. The total purchase price of the Transferred Interest shall be the sum of One Hundred Dollars (\$100.00), which has already been paid to Seller.

3. No Liens. Seller represents that the Transferred Interest is free of any liens or encumbrances and is freely transferable to the Buyer.

4. Closing Obligations. At time of closing, the parties shall execute an Assignment of Membership Interest, the form of which is attached hereto as Exhibit "A".

5. Conditions to Closing. Each party's obligations to closing is subject to the fulfillment on or prior to the Closing date that the representations and warranties made by the other party are true and correct when made, and shall be true and correct on the Closing date with the same force and effect as if they had been made on and as of said date.

6. Closing. The closing of the purchase and sale of the Transferred Interest (the "Closing") shall take place at a place and time mutually agreeable to the parties within seven (7) days from the Effective Date.

7. Allocation of Distributions. For the periods before the Closing date and for the day of Closing, Seller is entitled to any rights to distributions made by the Company as the owner of

the Transferred Interest. After the completion of the Closing and receipt of all amounts due to Seller under this Agreement, any and all rights to earnings or distributions from the Company as owner of Transferred Interest shall be assigned and held by Buyer.

8. Entire Agreement. This Agreement and the other documents referenced herein contain the sole and entire agreement between the parties with respect to its subject matter and supersedes any and all other prior written or oral agreements between them with respect to such subject matter.

9. Amendment. No amendment, modification or waiver of any provision of this Agreement shall be valid unless in writing and duly executed by the party affected by the amendment, modification or waiver.

10. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns, including immediate family members.

11. Waiver. Waiver by either party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

12. Construction. In the construction of this Agreement, whether or not so expressed, words used in the singular or in the plural, respectively, include both the plural and the singular, and the masculine, feminine and neutral genders include all other genders.

13. Severability. In the event that any portion of this Agreement is illegal or unenforceable, it shall affect no other provisions of this Agreement and the remainder of this Agreement shall be valid and enforceable in accordance with its terms.

14. Other Documents. The parties shall take all such actions and execute all such documents, which may be necessary to carry out the purposes of this Agreement, whether or not specifically provided for in this Agreement.

15. Governing Law and Jurisdiction. This Agreement and the interpretation of its terms shall be governed by the laws of the State of Florida, without application of conflicts of law principles. The venue of any legal proceeding brought in connection with this Agreement or any aspect of the relationship between the parties, shall be in Broward County, Florida.

16. Counterparts. This Agreement may be executed and delivered in several counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to be one agreement.

17. Attorney's Fees. In the event of a dispute arising out of this Agreement or any term hereof, the prevailing party shall be entitled to be reimbursed by the non-prevailing party for its costs and expenses incurred in connection with such action, including, without limitation, attorney's fees and costs through appeal.

18. Representations and Warranties. Except as otherwise specifically stated in this Agreement, neither party has made or relied upon any representations, warranties or covenants to or by the other party.

19. Seller's Authorization. All action on the part of the Seller, which is necessary for the sale of the Transferred Interest and the performance of the Seller's obligations hereunder has been taken or will be taken prior to the Closing.

20. Advice of Counsel. Each party to this Agreement represents and warrants to each other party that such party has read and fully understands the terms and provisions hereof, has had an opportunity to review this Agreement with legal counsel, and has executed this Agreement based upon such party's own judgment and advice of independent legal counsel (if sought). The parties acknowledge and agree that the law firm of Graner Platzek & Allison, P.A. was retained by Buyer to prepare this Agreement and has not been retained to provide independent advice or consultation to Seller.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their names, the day and year first written above.

SELLER:

PRHRTLM, LLC

By: 

David Downey, authorized representative

BUYER:

BLUEWAVE HR, LLC

By: 

Michael Evans, authorized representative

EXHIBIT "A"

ASSIGNMENT OF MEMBERSHIP INTEREST

This ~~Assignment~~ Agreement ("**Assignment**") is dated and effective as of 1/1/2018, 2017, and is made by and between PRHRTLM, LLC, an Indiana limited liability company ("**Assignor**") and Bluewave HR LLC, a Florida limited liability company ("**Assignee**").

RECITALS:

A. Assignor desires to assign and transfer to Assignee its fifty percent membership interest (hereinafter the "**Assigned Interest**") in Workforce Management Holdings LLC, a Florida limited liability company (hereinafter the "**Company**").

B. Assignee desires to acquire from Assignor said Assigned Interest.

NOW THEREFORE, in consideration of the recitals and the covenants and agreements set forth in this Assignment, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Subject to the terms and conditions of this Assignment and the Membership Interest Purchase Agreement between them, Assignor hereby assigns, transfers and sets over to Assignee, absolutely and unqualifiedly any and all of Assignor's right, title and interest, of any kind, class or nature whatsoever, direct or indirect, tangible or intangible, choate or inchoate, legal or equitable, in the Assigned Interest.

2. Acceptance of Assignment and Assumption of Obligations. Assignee hereby accepts the assignment of the Assigned Interest.

3. Representations and Warranties. Each of Assignor and Assignee represents and warrants to the other that they have the full power and authority to enter into and consummate the assignment of the Assigned Interest. Assignor further represents that he has clear title in and to the Assigned Interest.

4. Further Assurances. From and after the date hereof, the parties shall duly perform such further acts and duly execute, acknowledge, and deliver all such further deeds, assignments, documents of title, transfers, conveyances, and assurances as may be reasonably necessary or appropriate (including without limitation as so deemed by Company or its advisors or financiers) to convey to and vest in Assignee good title to the Assigned Interest, intended to be issued and assigned, transferred and conveyed pursuant to this Assignment and as may be appropriate otherwise to carry out the transactions contemplated by this Assignment.

5. Severability. If any term or provision of this Assignment is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms and provisions of this Assignment shall be in no way affected, impaired or invalidated.

6. Successors. This instrument and the rights and liabilities contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs and permitted assigns, if any.

7. Governing Law; Jurisdiction. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida (without reference to the choice of law principles thereof).

8. Counterparts; Facsimile Signatures. This Assignment may be executed in one or more substantially identical counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A photocopy, facsimile or printout of a digital image of this Assignment and any signatures hereon shall be considered for all purposes as an original.

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment.

ASSIGNOR:

PRHRTLM, LLC

By: 

David Downey, authorized representative

ASSIGNEE:

BLUE WVE HR LLC

By: 

Michael Evans, authorized representative