

LI80000 42487

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(Address)

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(City/State/Zip/Phone #)

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2019 JAN -7 PM 3:55
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

JAN 14 2019
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COVER LETTER

2018 JAN -7 PM 3:55
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

TO: Registration Section
Division of Corporations

SUBJECT: West Orange Restoration, 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:

Debra Ebersole

(Contact Person)

West Orange Restoration, LLC

(Firm/Company)

2610 Grove View Drive

(Address)

Winter Garden, FL 34787

(City/State and Zip Code)

For further information concerning this matter, please call:

Debra Ebersole

at (603) 533-7668

(Name of Contact Person)

(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

MAILING ADDRESS:

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



FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

2018 JAN -7 PM 3:55
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**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: WEST ORANGE RESTORATION, LLC

2. The Florida document/registration number assigned to this limited liability company is:
L18000042487

3. The date this member/manager withdrew/resigned or will withdraw/resign is: 07/22/2018

4. I, Michael T. Jackson, hereby withdraw/resign as a
(Print Name of Person Resigning)

MGR

(Print Title)

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

See attached transfer of LLC interest from Mike to Debra

Signature of Dissociating Member or Resigning Manager

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

**MEMBERSHIP INTEREST PURCHASE AGREEMENT
OF
WEST ORANGE RESTORATION, LLC**

MEMBERSHIP UNIT PURCHASE AGREEMENT made and entered into as of July 22, 2018, (the "Agreement") by and between Michael T. Jackson referred to below as "Seller," and Debra Ebersole, referred to below as "Buyer."

WHEREAS, the Seller desires to sell his entire interest to the Buyer, and the Buyer desires to purchase Seller's entire interest, which consists of a 49% ownership interest of all units, representing 49 shares, (the "Units") in WEST ORANGE RESTORATION, LLC, on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, undertakings, representations, and warranties contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Seller and the Buyer agree as follows:

1. Sale and Purchase of Membership Units. At the Closing provided for in Paragraph 3, the Seller shall sell and transfer the Units to the Buyer in exchange for payment by the Buyer of the Purchase Price provided in Paragraph 2.
2. Purchase Price of Membership Units. The Purchase Price for the Units is the sum of ONE dollar (\$1.00) payable at closing.
3. Closing. The Closing of the sale and purchase of the Units shall take place in Winter Garden, Florida on such date and at such time as the Buyer and Seller shall agree, with an effective date of July 20, 2018. At the time of the Closing, the Seller shall deliver the Units, and the Buyer shall deliver the Purchase Price in accordance with the terms of Paragraph 2.
4. Representations and Warranties of the Seller. The Seller represents and warrants to the Buyer as follows:
 - a. Organization. WEST ORANGE RESTORATION, LLC is a duly organized and validly existing limited liability company under the laws of the State of Florida.
 - b. The Units. The Seller is the lawful owner of the Units, and the Seller has the full power and authority to sell such units, free and clear of any liens or encumbrances whatsoever. All of the Units have been validly issued. No person has any present or future right (conditional, preemptive or otherwise) to acquire any of the Units which has not been effectively waived with respect to the sale and transfer contemplated hereby.
 - c. Authorization. This transaction has been duly authorized by all requisite action on the part of the managers and/or members of WEST ORANGE

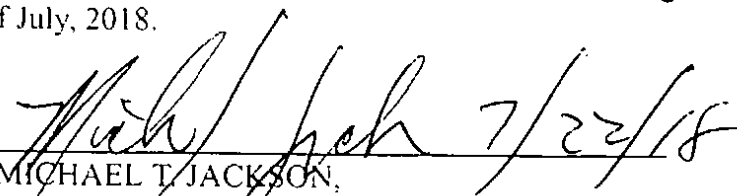
RESTORATION, LLC.

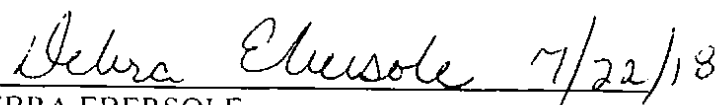
- d. No Breach. The sale of the Units does not conflict with or result in a breach of, or a default under, the Operating Agreement of WEST ORANGE RESTORATION, LLC.
 - e. Access to Information. The Seller has provided and until Closing will continue to provide, to the Buyer the opportunity to ask questions of and receive information from WEST ORANGE RESTORATION, LLC concerning the business.
5. Representations and Warranties of the Buyer. The Buyer represents and warrants to the Seller as follows:
- a. Ability. The Buyer has the funds available to complete the contemplated payment. The Buyer is not insolvent, has not filed bankruptcy and is not contemplating filing bankruptcy.
 - b. Securities. The Buyer understand that the Units have not been registered under the Securities Act of 1933, as amended, were acquired by the Seller in a transaction exempt from the provisions of such Act, and are being sold and transferred to the Buyer in which the Seller believes is exempt from such registration requirements.
 - c. Investment Risk. The buyer is capable of evaluating the merits and risks involved in the acquisition of the Units and is capable of bearing the economic risk of such investment.
6. Provisions to Survive Delivery. The representations, warranties, covenants, indemnities, understandings, agreements and other statements of the Seller and the Buyer set forth in, or made in connection with, this Agreement and the sale of the Units contemplated hereby, shall survive transfer of, and payment for, the Units.
7. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties to this Agreement shall be governed by the laws of the State of Florida. Any action or proceeding arising out of or relating to this Agreement shall be brought in the State of Florida.
8. Assignment. Neither this Agreement nor any interest of any party herein may be assigned, pledged or transferred without the prior written consent of the parties hereto and subject to the provisions of the then current Operating Agreement of WEST ORANGE RESTORATION, LLC.
9. Binding Effect. This Agreement shall inure to the benefit of, and is binding upon, the parties hereto, and their respective heirs, representatives, successors, assigns, and controlling person, but nothing herein shall be construed as an authorization or right of any party to assign its rights and obligations under this Agreement.

10. Waiver. No waiver of any provision hereof shall be valid unless it is in writing and signed by the person against whom it is charged.
11. Entire Agreement. This Agreement constitutes the entire agreement upon the parties hereto with respect to the subject matter hereof.

SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of this 22nd day of July, 2018.


MICHAEL T. JACKSON,
Seller


DEBRA EBERSOLE,
Buyer