

L20 000 226175

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(Address)

(City/State/Zip/Phone #)

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APR 27 2021

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: LOS COMPAS TREE AND LANDSCAPING SERVICES 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:

OSCAR E MONTES MARTINEZ

(Contact Person)

LOS COMPAS TREE AND LANDSCAPING SERVICES LLC

(Firm/Company)

1440 MONTROSE AVE

(Address)

LAKELAND, FL 33805

(City/State and Zip Code)

For further information concerning this matter, please call:

OSCAR E MONTES MARTINEZ

(Name of Contact Person)

at (863) 4304059

(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

Mailing Address:

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

Street Address:

Registration Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303



2021 FEB 25 AM 7:22

FLORIDA DEPARTMENT OF STATE
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: LOS COMPAS TREE AND LANDSCAPING SERVICES LLC

2. The Florida document/registration number assigned to this limited liability company is:
1.20000226175

3. The date this member/manager withdrew/resigned or will withdraw/resign is: 02/15/2021

4. I, ADRIAN JIMENEZ MEDRANO, hereby withdraw/resign as a
(Print Name of Person Resigning)

AUTHORIZED MEMBER

(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)

EXIT AGREEMENT

THIS EXIT AGREEMENT (hereinafter the "Agreement") is entered into this day, February 12, 2021 (the "Effective Date"), by and between Los Compas Tree and Landscaping Services LLC of 1440 Montrose Ave, Lakeland, Florida 33805 (hereinafter the "Company"), and Adrian de Jesus Jimenez Medrano (hereinafter the "Director") (collectively "the Parties"), a member of the Company's Board of Directors.

WHEREAS, the Parties wish to set forth and confirm their respective rights and obligations with respect to Adrian de Jesus Jimenez Medrano's exit from the Company;

WHEREAS, the Parties desire an orderly exit for Adrian de Jesus Jimenez Medrano from Los Compas Tree and Landscaping Services LLC;

NOW THEREFORE, in consideration of the mutual terms and covenants set forth below, the Parties agree as follows:

Terms & Conditions

I. RESIGNATION. Adrian de Jesus Jimenez Medrano has voluntarily resigned as a member of the board of directors at Los Compas Tree and Landscaping Services LLC. The Parties stipulate that this Agreement has been entered into voluntarily and not as a result of coercion, duress, or undue influence. Further, Adrian de Jesus Jimenez Medrano hereby voluntarily resigns effective immediately from all other positions he or she holds on behalf of Los Compas Tree and Landscaping Services LLC, including any offices, employment positions or independent contractor relationships existing between Adrian de Jesus Jimenez Medrano and Los Compas Tree and Landscaping Services LLC.

II. EFFECTIVE DATE OF RESIGNATION. All resignations described in paragraph I above, shall become effective as of the date of this Agreement.

III. INDEMNITY. Los Compas Tree and Landscaping Services LLC agrees to indemnify Adrian de Jesus Jimenez Medrano following the date hereof for any and all acts by Adrian de Jesus Jimenez Medrano while affiliated with Los Compas Tree and Landscaping Services LLC and as it pertains to Los Compas Tree and Landscaping Services LLC only. This also includes any and all known and unknown claims by any third party against Adrian de Jesus Jimenez Medrano or Los Compas Tree and Landscaping Services LLC during such time as it pertains to Los Compas Tree and Landscaping Services LLC. Los Compas Tree and Landscaping Services LLC acknowledges that Adrian de Jesus Jimenez Medrano will have no responsibility or liability for acts or omissions by Los Compas Tree and Landscaping Services LLC which occur from and after the date of Adrian de Jesus Jimenez Medrano's resignation.

IV. REMOVAL OF NAME. Within a reasonable time following the date of this Agreement and depending on the involvement of third parties (but in no event later than 90 days from the date of this Agreement), Los Compas Tree and Landscaping Services LLC shall make all efforts necessary (and as allowed within the terms of the agreements with third parties) to remove Adrian de Jesus Jimenez Medrano from all company contracts, liabilities and statements, bank account(s), merchant account(s), corporate documents, and any other contracts bearing Adrian de Jesus Jimenez Medrano's name. Notwithstanding the foregoing, Los Compas Tree and Landscaping Services LLC agrees that any renewals of such agreements shall not have Adrian de Jesus Jimenez Medrano named in the agreement.

V. CONFIDENTIALITY AND RETURN OF PROPERTY. Adrian de Jesus Jimenez Medrano understands and agrees that all company property must be returned to Los Compas Tree and Landscaping Services LLC on or before the Effective Date. By signing this Exit Agreement, Adrian de Jesus Jimenez Medrano represents and warrants that he or she has returned to Los Compas Tree and Landscaping Services LLC on or before the Effective Date, all company property, data and information belonging to Los Compas Tree and Landscaping Services LLC and agrees that Adrian de Jesus Jimenez Medrano will not use or disclose to others any confidential or proprietary information of the company.

VI. DISPUTE RESOLUTION AND ARBITRATION. Adrian de Jesus Jimenez Medrano and Los Compas Tree and Landscaping Services LLC agree that, if a dispute arises concerning or relating to this Agreement, the dispute shall be submitted to binding arbitration under the rules of the American Arbitration Association (AAA), or a similar dispute resolution service, then in effect. The arbitration shall take place in Florida and both Director and Company agree to submit to the jurisdiction of the arbitrator selected in accordance with AAA, or similar dispute resolution service, rules and procedures. The Parties agree that the arbitrator's award shall be final and binding on both parties, and non-appealable. The arbitrator shall have discretion to award monetary and other damages, or to award no damages, and to fashion any other relief the arbitrator deems appropriate. The arbitrator shall have discretion to award the prevailing party reasonable costs and attorney's fees incurred in bringing or defending an action under this paragraph.

VII. ATTORNEY'S FEES. If any legal proceeding is necessary to enforce or interpret the terms of this Agreement, or to recover damages for breach of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, as well as costs and disbursements, in addition to any other relief to which the prevailing party may be entitled.

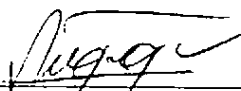
VIII. SEVERABILITY. If any term, provision, or part of this Agreement is found by a court to be invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other terms, provisions, and parts of this Agreement shall nevertheless remain in full force and effect as long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. On such determination that any term, provision, or part of this Agreement is invalid, illegal or incapable of being enforced, this Agreement shall be deemed to be modified so as to effect the Parties' original intent as closely as possible to the end that the transactions contemplated by this Agreement and the terms and provisions of this Agreement are fulfilled to the greatest extent possible.

IX. ENTIRE AGREEMENT. This document constitutes the final, complete, and exclusive embodiment of the entire agreement and understanding between the Parties related to the subject matter of the Agreement and supersedes and preempts any prior or contemporaneous understandings, agreements, or representations by or between the Parties, written or oral.

X. SIGNATORIES. This Agreement shall be signed by Adrian de Jesus Jimenez Medrano and Oscar Montes Martinez, President on behalf of Los Compas Tree and Landscaping Services LLC and shall be effective as of the date first above written.

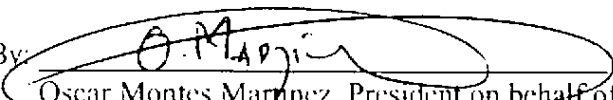
IN WITNESS WHEREOF, the Parties now execute this Agreement, to be effective on the date first stated in this Agreement.

ACCEPTED AND AGREED:
DIRECTOR:

By: 
Adrian de Jesus Jimenez Medrano

Date: 2/15/2021

COMPANY:

By: 
Oscar Montes Martinez, President on behalf of Los Compas Tree and Landscaping Services LLC

Date: 2/15/2021