

W71 000133936

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

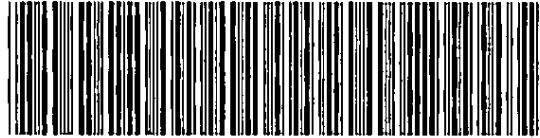
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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2022 JUL 29 PM 1:06

SECRETARY OF STATE
TALLAHASSEE, FL

2022 JUL 29 PM 1:06

FILED

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: BIRDCOLL, 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:

Tony Collins

(Contact Person)

(Firm/Company)

1630 N OCEAN BLVD., PH12

(Address)

Pompano Beach, FL 33062

(City/State and Zip Code)

For further information concerning this matter, please call:

Tony Collins

(Name of Contact Person)

at ()

(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



FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

FILED
2022 JUL 29 PM 1:06
SECRETARY OF STATE
TALLAHASSEE, FL

**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: BIRDCOLL LLC

2. The Florida document/registration number assigned to this limited liability company is:
L21000133936

3. The date this member/manager withdrew/resigned or will withdraw/resign is: 2/22/2022

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

Manager and Member

(Print Title)

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

DocuSigned by:

Judy Birdwell

2/22/2022

Signature of Dissociating Member or Resigning Manager

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

ASSIGNMENT OF LLC MEMBERSHIP INTEREST

THIS ASSIGNMENT OF LLC MEMBERSHIP INTEREST (this "Assignment") is made on this _____ day of February, 2022 by and between Judy Birdwell (the "Assignor") and Tony Collins (the "Assignee").

PREAMBLE

WHEREAS, the Assignor is the owner of a fifty percent (50%) membership interest (the "Membership Interest") in Birdcoll, LLC, a Florida limited liability company (the "Company");

WHEREAS, the Assignor desires by this Assignment to assign to the Assignee, one hundred percent (100%) of the Assignor's Membership Interest in and to the Company, and the Assignee desires by this Assignment to accept this Membership Interest;

WHEREAS, the Assignee shall pay to Assignor the total sum of \$54,684.00 being \$30,000.00 cash and ½ of the amount due on the underlying mortgage recorded against 228 Hibiscus Ave, #131, Lauderdale By The Sea, FL 33308 in the amount of \$24,684.00 as full consideration for the 50% Membership Interest.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the payment by the Assignee to the Assignor of the sum of \$10.00 and for other good and valuable consideration, the receipt and adequacy of which are acknowledged by each party, the parties agree as follows:

1. ASSIGNMENT.

Effective as of February 22, 2022 (the "Effective Date"), the Assignor assigns to the Assignee and the Assignee accepts and assumes from the Assignor: (a) the Membership Interest (so that from and after the Effective Date, the Assignor shall have no further Membership Interest in and to the Company and the Assignee shall have one hundred (100%) of the entire Membership Interest in the Company), and (b) any and all right, title, and interest that the Assignor had under the provisions of the Operating Agreement, or in and to any of the Company's assets, with respect to the Membership Interest assigned.

2. REPRESENTATIONS.

2.1. By Assignor. To induce the Assignee to accept the delivery of this Assignment, the Assignor hereby represents and warrants to the Assignee that, on the date hereof and at the time of delivery:

2.1.1. The Assignor is the sole legal and beneficial owner of the Membership Interest assigned herein. The Assignor has not sold, transferred, or encumbered any or all of the Membership Interest. Subject to the provisions of the Operating Agreement, the Assignor has the full and sufficient right at law and in equity to transfer and assign the Membership Interest and is transferring and assigning the Membership Interest to the Assignee free and clear of any and all right, title, or interest of any other person whatsoever.

2.1.2. The Assignor has been given no notice of any default by the Assignor in performing its obligations under the provisions of the Operating Agreement and, to the best of the Assignor's knowledge, information, and belief, the Assignor is not in default in performing those obligations.

2.1.3. The Assignor shall execute any and all documents necessary to show the Assignee as the sole member and Manager of the Company, including a Disassociation of Member or

Resignation of Manager.

2.2. By Assignee. The Assignee covenants, warrants, and represents to the Assignor that the Membership Interest is being acquired in accordance with the Operating Agreement and as per the agreements and understandings by and between the Assignor and the Assignee.

2.3. By Each Party. Each party represents and warrants to the other that the party has been duly authorized to execute and deliver this Assignment and to perform the party's obligations under this Assignment.

3. INDEMNIFICATION.

3.1. Assignor. The Assignor shall defend, indemnify, and hold harmless the Assignee from and against any and all liability, claim of liability, or expense arising out of: (a) any default by the Assignor in performing its obligations under the provisions of the Operating Agreement or the Company occurring before the Effective Date, (b) any and all liability or expense of the Assignee arising before the Effective Date, and (c) any failure of the Assignor's representations contained in Section 2 to be true and complete in all material respects.

3.2. By Assignee. The Assignee shall defend, indemnify, and hold harmless the Assignor against and from any and all liability, claim of liability, or expense arising out of: (a) any default by the Assignee in performing its obligations under the provisions of the Operating Agreement occurring after the Effective Date, and (b) any and all liability, claim of liability, or expense of the Assignee or the Company arising after the Effective Date.

3.2.1 The Assignee herein warrants and represents that it shall assume all responsibility for and shall indemnify and hold Assignor harmless as to those obligations and liabilities for that Lease Agreement for the premises occupied by the Company, including but not limited to any personal guarantees made by Assignor to the Landlord from this day forward.

4. NOTICES. Any notice, demand, consent, approval, request, or other communication or document to be provided hereunder to a party to this Assignment shall be (a) in writing, and (b) deemed to have been provided (i) 48 hours after being sent by certified or registered mail in the United States mail, postage prepaid, return receipt requested, to the address of the party set forth in this Assignment or to any other address in the United States of America as the party may designate from time to time by notice to the other party, or (ii) on being given by hand or other actual delivery to the party.

5. MISCELLANEOUS.

5.1. Effectiveness. This Assignment shall become effective on and only on its execution and delivery by each party.

5.2. Complete Understanding. Subject to the provisions of the Operating Agreement, this Assignment represents the complete understanding between the parties as to the subject matter hereof, and supersedes all prior negotiations, representations, guarantees, warranties, promises, statements, or agreements, either written or oral, between the parties to this Assignment as to the same.

5.3. Amendment. This Assignment may be amended by and only by an instrument executed and delivered by each party.

5.4. Waiver. No party shall be deemed to have waived any right that it holds hereunder unless the waiver is made expressly and in writing (and, without limiting the generality of the foregoing, no delay or omission by any party in exercising this right shall be deemed a waiver of its future exercise). No waiver shall be deemed a waiver as to any other instance or any other right.

5.5. Applicable Law. All questions concerning the construction, validity, and interpretation of this Assignment and the performance of the obligations imposed hereby shall be governed by the internal law, not the law of conflicts, of the State of Florida.

5.6. Headings. The headings of the sections, subsections, paragraphs, and subparagraphs of this Assignment are provided for and only for convenience of reference and shall not be considered in construing their contents.

5.7. Construction. As used in this Assignment, (a) the term "person" means a natural person, a trustee, a corporation, a partnership, and any other form of legal entity; and (b) all reference made (i) in the neuter, masculine, or feminine gender shall be deemed to have been made in all genders, (ii) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, and (iii) to any section, subsection, paragraph, or subparagraph shall, unless therein expressly indicated to the contrary, be deemed to have been made to such section, subsection, paragraph, or subparagraph of this Assignment.

5.8. Assignment. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns hereunder.

5.9. Severability. No determination by any court, governmental body, or otherwise that any provision of this Assignment or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other provision thereof or (b) that provision in any circumstance not controlled by the determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

5.10. Further Assurances. The parties shall cooperate with each other and shall execute and deliver, or cause to be delivered, all other instruments and shall take all other actions as either party may reasonably request from time to time in order to effectuate the provisions of this Assignment.

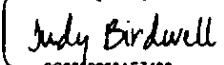
5.11 Enforcement. In the event it becomes necessary for Assignor or Assignee to enforce this Agreement or the schedule attached to it by legal action, the parties agree that jurisdiction and venue of that action shall lie exclusively with the state courts of Florida, located in and for Broward County, Florida, or in the United States District Court for the Southern District of Florida, and the parties specifically waive any other venue. The prevailing party in an enforcement action shall be entitled to recover all costs, expenses, and reasonable attorneys' fees and costs at the trial level and at any appellate proceeding.

ASSIGNOR AND ASSIGNEE ACKNOWLEDGE THAT THEY HAVE CAREFULLY READ THIS AGREEMENT, WERE AFFORDED SUFFICIENT OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF THEIR CHOICE AND TO ASK QUESTIONS AND RECEIVE SATISFACTORY ANSWERS REGARDING THIS AGREEMENT, UNDERSTAND THEIR RIGHTS AND OBLIGATIONS

UNDER IT, AND SIGNED IT OF THEIR OWN FREE WILL AND VOLITION.

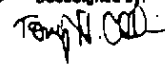
Each party has executed this Assignment or caused it to be executed on its behalf by its duly authorized representative, on the day and year first above written.

ASSIGNOR:

DocuSigned by:
 2/22/2022
9C0B459DAE7486

Judy Birdwell

ASSIGNEE:

DocuSigned by:
 2/23/2022
D4674983D6B4406

Tony Collins