

L21000266907

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

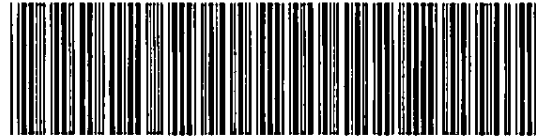
(Business Entity Name)

(Document Number)

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TALLAHASSEE, FL

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** The Yard Bar 850

\_\_\_\_\_  
Name of Limited Liability Company

Dear Sir or Madam:

The enclosed Registered Agent/Registered Office Change and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Catherine Criswell

\_\_\_\_\_  
Name of Person

The Yard Bar 850

\_\_\_\_\_  
Firm/Company

466 Parkside Cir

\_\_\_\_\_  
Address

Crawfordville, FL 32327

\_\_\_\_\_  
City/State and Zip Code

info@theyardbar850.com

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

For further information concerning this matter, please call:

Catherine Criswell

850

320-2111

at ( )

\_\_\_\_\_  
Name of Person

\_\_\_\_\_  
Area Code & Daytime Telephone Number

**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

**Enclosed is a check for the following amount:**

☒ \$25 Filing Fee

☐ \$55 Filing Fee & Certified Copy

# STATEMENT OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT OR BOTH FOR LIMITED LIABILITY COMPANY

Pursuant to the provisions of sections 605.0114 or 605.0116, Florida Statutes, the undersigned limited liability company submits the following statement in order to change its registered office or registered agent, or both, in the State of Florida.

1. Name of the limited liability company: The Yard Bar 850
2. (a) 466 Parkside Circle Crawfordville, FL 32327  
Principal office address of limited liability company:  
(Note: **MUST BE STREET ADDRESS**)
- (b) 466 Parkside Circle Crawfordville, FL 32327  
Mailing address of limited liability company:  
(Note: **MAY BE POST OFFICE BOX**)

3. 06/08/2021 Date of filing/registration in Florida
4. L21000266907 Document number

5. (a) TAFF, KATHERINE H  
Registered Agent and Registered Office shown on the records of the Florida Dept. of State:

Registered Office Address **(MUST BE FLORIDA STREET ADDRESS)**

1780 WAKULLA ARRAN RD

CRAWFORDVILLE, FL 32327

- (b) Catherine D. Criswell  
Enter name of **NEW Registered Agent** and/or **NEW Registered Office address**:

**NEW Registered Office Address:**

466 Parkside Circle

Crawfordville, FL 32327

If the limited liability company is not organized under the laws of the State of Florida, it is hereby confirmed that after the change or changes are made, the Florida street address of the registered office and the business office of the registered agent will be identical. Or, in the case of a Florida limited liability company, it is hereby confirmed that the change(s) was/were authorized by an affirmative vote of the members of the limited liability company or as otherwise provided in the articles of organization or the operating agreement of the limited liability company.

Katherine Taft

Signature of member or authorized representative of a member

Katherine Taft

Printed or typed name of signer

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.

Catherine Criswell

Signature of Registered Agent

Division of Corporations • P.O. Box 6327 • Tallahassee, FL 32314  
FILING FEE: \$25.00

FILED  
2021 JUN 26 AM 10:32  
CLERK OF STATE  
TALLAHASSEE, FL

THE YARD BAR 850

## OWNER BUYOUT AGREEMENT

Date: August 13, 2021

To: Katherine Taff

From: Catherine Criswell, The Yard Bar 850

Subject: Business Assets and LLC Units Purchase Agreement

Attached is an LLC Buyout Agreement to establish the transition of our partnership relationship.

I believe that it embodies everything we discussed August 8, 2021. Please read the agreement carefully.

Please sign and return to me.

Thank you very much!

Catherine D. Criswell

AUGUST 13, 2021

466 Parkside Cir. Crawfordville, FL 32327

## **THE YARD BAR 850**

# **LLC Buyout Agreement**

**Effective August 1, 2021**

This LLC Buyout Agreement (hereinafter referred to as the "Agreement") is made by and between The Yard Bar 850 a Florida LLC (hereinafter referred to as the "Buyer"), and Katherine Taff with a mailing address of 1780 Wakulla Arran Rd. Crawfordville, FL 32327 (hereinafter referred to as the "Seller"), collectively referred to as the "Parties," both of whom agree to be bound by this Agreement.

### **SUMMARY**

1. The Seller and Buyer are in business together providing Bartending Services and Rentals, with a mailing address of 466 Parkside Circle, Crawfordville, FL 32327.
2. The Managing Owners are Catherine Criswell and Katherine Taff, residents of Florida. Current existing Member Owners of the Business are listed on Exhibit A.
3. The Yard Bar 850 under management of Catherine Criswell desires to acquire 100% of Seller's Ownership of the Business, its Products, properties, and assets, given the terms and conditions described in this Agreement, as of the Effective Date stated above.
4. The Yard Bar 850 will compensate the Seller a onetime payment of \$2,841.51 and 5% of Business' profits for the subsequent two (2) years of this Agreement as defined on Exhibit B.
5. The Yard Bar 850 will compensate the Seller in the event of the Sale of the Hart Mobile Bar Horse Trailer in the form of a sliding scale for the subsequent five (5) years of this Agreement as defined on Exhibit B.
6. The Yard Bar 850 shall allow the Seller first rights to purchase the Business should buyer sell the The Yard Bar 850.
7. Any intellectual property or other rights currently not in the Business but belonging in the Business are also being transferred or conveyed to The Yard Bar 850 with the Business.
8. The Yard Bar 850 and Seller agrees to complete all Deliverables as defined on Exhibit C.

### **Purchase of Assets, LLC Units & Assumption of Intellectual Property Rights**

#### **1. LLC Units & Assumption of Intellectual Property Rights**

- 1.1 Subject to the terms, conditions, representation, and warranties made in this Agreement, on the Effective Date, the Seller will validly sell, assign and transfer to The Yard Bar 850, and The Yard Bar 850 will validly purchase from the Seller the entire right, title and interest in the

## **THE YARD BAR 850**

Business, as a going concern, and all intellectual property and assts used by the Seller in or arising out of such Business.

- 1.2 Telephone numbers, service marks, the trade name, and all other trade names and trademarks (including goodwill represented by that), trade secrets, Business records and files, list of current and potential Customers and Vendors, promotional materials, copyrighted materials and all other intangible items, including the goodwill of Business as a going concern.
- 1.3 All rights under the contracts, licenses insurance policies, and other Agreements relating to the Business.
- 1.4 All documents, files, Agreements, instruments, records, notices, Membership Certificates, affidavits, statements, and all other papers and information of any kind relating to the Business or the Assets, including but not limited to such items stored in computer memories, on microfiche, electronically, or by any other means, used, made, or compiled by or on behalf of the Seller of made available to the Buyer on or before the Effective Date.

### **2. Infringement**

- 2.1 Each party will notify the other of any infringement of rights in the Products, Trade Names, Trademarks that come to either party's attention.
- 2.2 In the event of any infringement of any rights granted to The Yard Bar 850 in this Agreement, The Yard Bar 850 will have the first option to bring any action for such infringement on behalf of itself and the Seller, and the Seller will cooperate fully with The Yard Bar 850 in such action; and in such event The Yard Bar 850 will bear the expenses of any action, may recover its expenses, and receive proceeds from any sums recovered in the action.
- 2.3 If The Yard Bar 850 declines in writing to bring any such action, the Seller may proceed and will pay for all expenses of the action and may recover its expenses from any sums recovered in action.

### **3. Non- Disclosure Agreement**

The Seller agrees to maintain all confidential information in confidence to the same extent that it protects its own similar propriety information, which in no event will be less than the safeguards a reasonably prudent business would exercise in similar circumstances, and further agrees to take all reasonable precautions to prevent any unauthorized disclosure of such information.

The restriction on disclosure shall survive this Agreement for an indefinite period but does not apply to any information that

- a. becomes generally known or publicly available through no act or failure to act on the part of receiving part; or
- b. is furnished to others by The Yard Bar 850 without restriction on disclosure.
- c. is rightfully and lawfully furnished to the receiving party by a third party without restriction on disclosure.

### **4. Covenant Not to Compete**

Seller agrees to avoid any act that would directly or indirectly compete with the Business. Seller further agrees to avoid any act that would harm the goodwill of the Business in general

## **THE YARD BAR 850**

marketplace. Such harm may be irreparable and cannot be measured exactly and for which there may be no adequate remedy. The Yard Bar 850 shall have the specific right to enforce the provisions of this Agreement through injunctive relief and shall be entitled to recover all legal fees and expenses incurred. Damage to the Buyer goodwill in the market will constitute a stipulated damage to include estimated damages, loss of business, and all appropriate litigation and collection costs in each and every instance where the Seller fails to protect the Buyer's goodwill following a period of three years.

### **5. Default; Termination**

In the event of a Material Breach by either party of a material provision of this Agreement, which breach is not cured within sixty (60) days after written notice of such breach is delivered to the concerning Party then the Agreement may be terminated.

### **6. General Provisions**

- 6.1 **Independent Contractors.** The relationship between both parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to give either party the power to direct and control the day-to-day activities of the other. Neither party is an agent, representative or partner of the other party. Neither party shall have any right, power of authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such relationship upon either party.
- 6.2 **Governing Law and Jurisdiction.** This agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the State of Florida, without reference to conflict of law principles. The parties hereby expressly consent to the jurisdiction and venue of the federal and state courts within the State of Florida. Each party hereby irrevocably consents to the service of process in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such party at its address set forth in the preamble of this Agreement, such service to become effective 30 days after such mailing.
- 6.3 **Entire Agreement.** The Agreement, including the attached exhibits, constitutes the entire Agreement between both parties concerning this transaction, and replaces all previous communications, representations, understanding and Agreements, whether verbal or written between the parties to this Agreement or their representatives. No representations or statements of any kind made by either party, which are not expressly stated in this Agreement, shall be binding on such parties.
- 6.4 **All Amendments in Writing.** No waiver, amendment, or modification of any provisions of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom such waiver, amendment or modification is sought to be enforced. Furthermore, no provisions in either party's purchase order, or in any other business forms employed by the either party will supersede the terms and conditions of this Agreement.
- 6.5 **Notices.** Any notice required or permitted by this Agreement shall be deemed given if sent by registered mail, postage prepaid with return receipt requested, addressed to the other party at the address set forth in the preamble of this Agreement or at such other address for which such party gives notice hereunder. Delivery shall be deemed effective three (3) days after deposit with the postal authorities.

## **THE YARD BAR 850**

- 6.6 **Cost of Legal Action.** In the event any action is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs of enforcement including, without limitation, attorney's fees, and court costs.
- 6.7 **Inadequate Legal Remedy.** Both parties understand and acknowledge that violation of their respective covenant and Agreements may cause the other irreparable harm and damage, that may not be recovered at law, and each agrees that the other's remedies for breach may be in equity by way of injunctive relief, as well as for damages and any other relief available to the non-breaching party, whether in law or in equity.
- 6.8 **Arbitration.** Any dispute relating to the interpretation or performance of this Agreement shall be resolved at the request of either party through binding arbitration. Arbitration shall be conducted in Wakulla County, Florida in accordance with the then-existing rules of the American Arbitration Association. Judgment upon any award by the arbitrators may be entered by any state or federal court having jurisdiction. The Yard Bar 850 and Katherine Taff intend that this agreement to arbitrate irrevocable.
- 6.9 **Delay is Not a Waiver.** No failure or delay by either party in exercising any right, power, or remedy under this Agreement, except as specifically provided in this Agreement, shall operate as a waiver of any such right, power or remedy.
- 6.10 **Force Majeure.** In the event that either party is unable to perform any of its obligation under this Agreement or to enjoy any of its benefits because of any Act of God, strike, fire, flood, governmental acts, order or restrictions, Internet System unavailability, system malfunctions or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing party (a "Force Majeure Event"), the party who has been so affected shall give notice immediately to the other party and shall use its reasonable best efforts to resume performance. Failure to meet due dates resulting from a Force Majeure Event shall extend such due dates for a reasonable period. However, if the period of nonperformance exceeds sixty (60) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been affected may, by giving written notice, terminate this Agreement effective immediately upon such notice or at such a later date as is therein specified.
- 6.11 **Non-Assignability and Binding Effect.** Except as otherwise provided for within this Agreement, neither party may assign any of its rights or delegate any of its obligations under this Agreement to any third party without the express written permission of the other. Any such assignment is deemed null and void.
- 6.12 **Certain Sections Invalid.** If any provisions of this Agreement are held by a court of competent jurisdiction to be invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted and the remaining provisions of this Agreement shall remain in full force and effect.
- 6.13 **Headings.** The titles and headings of the various sections in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or any of the provisions of this Agreement.
- 6.14 **Survival of Certain Provisions.** The warranties and the indemnification and confidentiality obligations set forth in the Agreement shall survive the termination of this Agreement by either party for any reason.



## THE YARD BAR 850

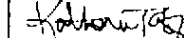
### Understood, Agreed and Approved

The Parties have reviewed and agree to and accept all terms and conditions set forth above. Upon execution of this Agreement, Seller agrees to no future claims of the Business. We are executing this Agreement as of the Effective Date August 1, 2021.

**Katherine Taff**

Seller's Printed Name

DocuSigned by:



Seller's Signature

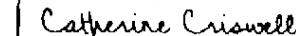
8/13/2021

Date

**Catherine Criswell**

Buyer's Printed Name

DocuSigned by:



Buyer's Signature

8/13/2021

Date