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(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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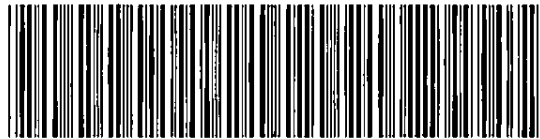
(Business Entity Name)

(Document Number)

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6.17.13

S. HUNT

05/01/21

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: LLC ADMENDMENT

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:

Seth Hooper

Name of Person

Good Cents R&M LLC

Firm/Company

2230 Palmetto Dr

Address

Clearwater, FL 33763

City/State and Zip Code

Seth@goodcentsrm.com

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

For further information concerning this matter, please call:

Seth Hooper

352 9789235
at ()

Name of Person

Area Code

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 Address:

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

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF**

Good Cents R&M 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 July 1, 2022 and assigned
Florida document number 122000297205.

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 "L.L.C."

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)

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

City

Florida

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

[illegible]

D. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

See attached MEMBERSHIP INTEREST TRANSFER AGREEMENT

E. Effective date, if other than the date of filing: _____ **(optional)**

(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)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

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.

Dated March 29, 2024



Signature of a member or authorized representative of a member

Seth Hooper

Typed or printed name of signee

LLC MEMBERSHIP INTEREST TRANSFER AGREEMENT

THIS LLC MEMBERSHIP INTEREST TRANSFER AGREEMENT (this "Agreement") is entered into as of March 6, 2024, by and between Seth Hooper and Austin Breshears.

RECITALS

WHEREAS, the LLC Agreement addresses, among other things, the formation, management and operation of Good Cents R&M LLC (the "Company").

WHEREAS, Seth Hooper and the LLC Agreement allows for the transfer of any Interest of one Member to another person.

WHEREAS, Austin Breshears (also referred to herein as "Buyer"), desires to purchase from Seth Hooper (also referred to herein as "Seller"), and Seller desires to sell to the Buyer, 50 percent (50%) of Seller's total Interest in the Company for an aggregate purchase price of \$1, subject to the terms set forth herein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

1. *Definitions.* Capitalized, terms not defined in this Agreement shall be as defined in the LLC Agreement.

2. *Purchase and Sale of Membership Interest.*

(a) Buyer shall purchase from Seller, and Seller shall sell to Buyer, 50% of Seller's total Interest in the Company (the "Transferred Membership Interest") for the aggregate purchase price of \$1 (the "Purchase Price").

(b) The Purchase Price shall be payable by Buyer to Seller, and the Transferred Membership Interest shall be transferred by Seller to Buyer, at 10:00 a.m. Central time on March 30, 2024 (the "Closing").

(c) The Purchase Price shall be payable by Buyer to Seller at the Closing by Cash or Venmo.

(d) Seller agrees and acknowledges that no certificate or certificates are necessary to evidence the Transferred Membership Interest that is being transferred by Seller to Buyer hereunder; such transfer shall be deemed effective automatically, without further notice or instruction from Seller, at the Closing.

3. *Representation and Warranties of Seller.* Seller hereby represents and warrants to Buyer that:

(a) Seller is a limited duly organized, validly existing and in good standing under the laws of the State of Florida with full corporate power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution, delivery, and performance by Seller of this Agreement have been duly authorized by all necessary corporate action on the part of Seller, and, this Agreement is legally binding upon Seller in accordance with its terms;

(b) The execution, delivery, and performance by Seller of this Agreement and the transactions contemplated thereby will not (i) violate the provisions of any order, judgment, or decree of any court or other governmental agency or any arbitrator applicable to Seller or the Articles of Incorporation or Operating Agreement; or (ii) result in a material breach of or constitute (with due notice or lapse of time or both) a material default under any contract or agreement to which Seller is a party or by which Seller is bound; and

(c) Seller is the sole beneficial and record holder of the Transferred Membership Interest, and upon consummation of the transactions contemplated by this Agreement, Seller shall have transferred to Buyer and Buyer shall have obtained from Seller all right, title and interest in the Transferred Membership Interest, free and clear of any and all liens, mortgages, hypothecations, collateral assignments, charges, encumbrances, title defects, security interests or claims (whether recorded or unrecorded) of any kind.

(d) Seller has not retained any investment banker, broker, or finder in connection with the transactions contemplated by this Agreement.

4. Representations and Acknowledgments of Buyer. The Buyer hereby represents and warrants to Seller that:

(a) Buyer has power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution, delivery, and performance by Buyer of this Agreement have been duly authorized by all necessary corporate action on the part of Buyer, and, this Agreement is legally binding upon Buyer in accordance with its terms;

(b) The execution, delivery, and performance by Buyer of this Agreement and the transactions contemplated thereby will not (i) violate the provisions of any order, judgment, or decree of any court or other governmental agency or any arbitrator applicable to Buyer or the Certificate of Incorporation or Bylaws of Buyer; or (ii) result in a material breach of or constitute (with due notice or lapse of time or both) a material default under any contract or agreement to which Buyer is a party or by which Buyer is bound; and

(c) Buyer has not retained any investment banker, broker, or finder in connection with the transactions contemplated by this Agreement.

5. Revised Membership Interests and Capital Accounts. Each Member's Interest in the Company, adjusted to reflect the transfer of the Transferred Membership Interest by Seller to Buyer hereunder, is set forth below:

Member	Percentage Interest in		Percentage Interest in	
	Company Prior to		Company	
	Sale of		Following Sale of	
	Transferred		Transferred	
	Membership		Membership Interest	
	Interest			
Good Cents (Seller)	100	%	50	%
Austin Breshears (Buyer)	0	%	50	%

The Capital Accounts of the Buyer and the Seller shall be adjusted to reflect the transfer of the Transferred Membership Interest to the Buyer.

6. *Notices.* Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally or five days after mailing if mailed by first class United States mail, certified or registered with return receipt requested, postage prepaid, and addressed as follows:

To Members: The address listed after their signatures below.

7. *Expenses.* Except as otherwise expressly contemplated in this Agreement, each party shall bear its own costs and expenses incurred in connection with this Agreement and the Promissory Note and the transactions contemplated hereby and thereby.

8. *Binding Effect.* This Agreement shall be binding upon the legal representatives and successors of the Seller and the Buyer.

9. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Florida


10. *Entire Agreement.* This Agreement constitutes the entire agreement of the parties pertaining to the sale of the Interest by the Seller and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties with respect to such sale.

11. *Counterparts.* This Agreement may be signed in counterparts with the same effect as if the signature on each such counterpart were on the same instrument. Facsimiles of signatures shall be deemed to be originals. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Good Cents R&M LLC.

By



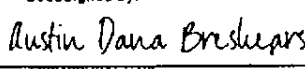
Name: Seth Hooper

Title: Owner and President

Address 2230 PALMETTO DR
CLEARWATER, FL 33763

Austin Breshears
DocuSigned by:

By



Name: Austin Breshears

Address 227 STONEWALL ST
STRASBURG, VA 22657