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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

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WAIT

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MAIL

(Business Entity Name)

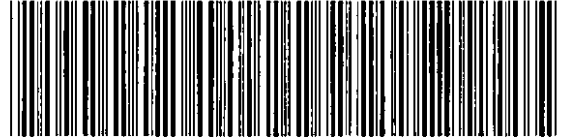
(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

2544

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FILED  
24 OCT -1 PM 3:55  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

## COVER LETTER

TO: **Registration Section**  
**Division of Corporations**

SUBJECT: LawnMark, LLC  
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:

Elder Ripper

Name of Person

LawnMark, LLC

Firm/Company

2469 Linkwood Avenue

Address

Clermont Fl 34711

City/State and Zip Code

hhlawncare@hotmail.com

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

For further information concerning this matter, please call:

Elder Ripper

407

221-0593

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**

LawnMark, 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 01/27/2023 and assigned  
Florida document number L23000051691.

This amendment is submitted to amend the following:

**A. If amending name, enter the new name of the limited liability company here:**

Protex Lawn & Pest Control LLC

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

If amending Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

MGR = Manager

AMBR = Authorized Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
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**D. If amending any other information, enter change(s) here:** *(Attach additional sheets, if necessary.)*

[illegible]

E. Effective date, if other than the date of filing: 09/01/2024 (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 September 1st 2024

Signature of a member or authorized representative of a member

Elder Ripper IV

Typed or printed name of signee

**Filing Fee: \$25.00**

## AFFIDAVIT

STATE OF FLORIDA  
COUNTY OF ORANGE

The undersigned, being first duly sworn, deposes and says on oath as follows:

1. He is the President of Protex Lawn & Pest Control, Inc. document number P15000083378 filed on October 9, 2015.

2. He has filed Articles of Dissolution in accordance with Florida Statute 607.0123 and a copy of said Articles of Dissolution is attached hereto.

3. He does not intend to revoke the Articles of Dissolution and hereby waives the 120 day revocation period provided by Florida Statute 607.1404.

IN WITNESS whereof, the undersigned has hereto set his hand and seal this 30<sup>th</sup> day of August, 2024.

Signed, sealed and delivered  
In the presence of:

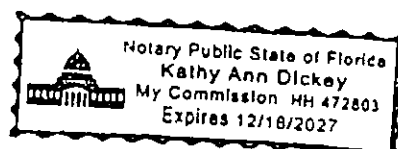
Laura Torres  
Witness: LAURA TORRES

Jennifer Sanchez  
Witness: Jennifer Sanchez

Derek E. Brigman  
Derek E. Brigman, President

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 30<sup>th</sup> day of August, 2024, by Derek E. Brigman, who is personally known to me or produced Driver License as identification.

Kathy Ann Dickey  
Notary Public  
My Commission expires:



## ARTICLES OF DISSOLUTION

Pursuant to section 607.1403, Florida Statutes, this Florida profit corporation submits the following articles of dissolution:

FIRST: The name of the corporation as currently filed with the Florida Department of State:  
PROTEX LAWN & PEST CONTROL, INC.

SECOND: The document number of the corporation (if known): P15000083378

THIRD: The date dissolution was authorized: AUGUST 30, 2024

Effective date of dissolution if applicable: \_\_\_\_\_

(no more than 90 days after dissolution file date)

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.

FOURTH: Dissolution was approved by the shareholders, in the manner required by this chapter and the articles of incorporation.

Signature: \_\_\_\_\_

(By a director, president or other officer - if directors or officers have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary, by that fiduciary)

DEREK E. BRIGMAN

(Typed or printed name of person signing)

PRESIDENT

(Title of person signing)

Filing Fee: \$35

## Notice of Corporate Dissolution

This notice is submitted by the dissolved corporation named below for resolution of payment of unknown claims against this corporation as provided in s. 607.1407, F.S.

This "Notice of Corporate Dissolution" is optional and is not required when filing a voluntary dissolution.

Name of Corporation: PROTEX LAWN & PEST CONTROL, INC.

The above named corporation is the subject of dissolution and the effective date of a dissolution is: AUGUST 30, 2024

(date filed with the Dept. if date specified in the Articles of Dissolution)

Description of information that must be included in a claim:

CUSTOMER NAME

VENDOR NAME

ACCOUNT NUMBER

DATE OF SERVICE/INCIDENT

DESCRIPTION OF CLAIM

Mailing address where written claims can be sent: (Claims cannot be sent to the Division of Corporations)

709 PALM DRIVE

OVIEDO FL 32765

A claim against the above named corporation will be barred unless a proceeding to enforce the claim is commenced within 4 years after the filing of this notice.

DEREK E. BRIGMAN

Derek E. Brigman  
Printed Name of the Person Filing

[Signature]  
Signature of the Person Filing

**Fee: No charge if included with Articles of Dissolution. If filed separately \$35.00**



## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is made and entered into effective on August 30, 2024, by and between Elder N. Ripper, VI ("Assignee"), and Protex Lawn & Pest Control, Inc., a Florida corporation ("Assignor").

Pursuant to the terms of that certain Asset Purchase Agreement made and entered into as of the \_\_\_\_\_ day of August 2024, by and among Assignor and Assignee (the "Agreement"), Assignor agrees to assign and transfer the Customer, Open Accounts, and the name "Protex Lawn & Pest Control" to Assignee, and Assignee agrees to assume the same upon the terms and conditions set forth herein and in the Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns and transfers those certain Customers listed on Schedule 1.1.2 attached to the Agreement to Assignee.
2. Assignee hereby assumes the Customers listed on Schedule 1.1.2 attached to the Agreement. For purposes of clarity, the accounts receivable of the Business accruing on or prior to August 30, 2024 (the Closing date) are not being assigned to and assumed by Assignee.
3. Assignor hereby assigns and transfers the Contract listed on Schedule 1.1.7 attached to the Agreement to Assignee.
4. Assignee hereby assumes the Contract listed on Schedule 1.1.7 attached to the Agreement.
5. Assignor hereby assigns the name "Protex Lawn & Pest Control" to the Assignee. To accomplish this, Assignor will file Articles of Dissolution with the Florida Department of State simultaneously with the Closing which will allow Buyer to incorporate the same name or register a fictitious name.
6. Notwithstanding any other term of this Assignment and Assumption Agreement, Assignor is not assigning or transferring, and Assignee is not assuming or agreeing to pay, perform or discharge, any liabilities or obligations of Assignor.
7. Assignor represents and warrants to Assignee that Assignor has the full power and authority to assign and transfer the customers and open accounts to Assignee, that Assignor has not sold, transferred, or assigned the Customers or Open Accounts to any other party, and that the customers and open accounts which are being assigned and transferred to assignee are valid.
8. Assignor hereby agrees to indemnify and save harmless Assignee from and against any and all liabilities, losses, claims, judgments, damages, fines, penalties, fees, expenses, amounts paid in settlement and costs (including, without limitation, reasonable attorneys' fees) (collectively, "Losses") incurred or suffered by the Assignee arising out of any of or related to the Customers and the Contract listed on Schedule 1.1.2 and Schedule 1.1.7 attached to the Agreement that occurred on the day of or prior to the day Closing.

7. Assignee hereby agrees to indemnify and save harmless Assignor from and against any and all liabilities, losses, claims, judgments, damages, fines, penalties, fees, expenses, amounts paid in settlement and costs (including, without limitation, reasonable attorneys' fees) (collectively, "Losses") incurred or suffered by the Assignor arising out of any of or related to the Customers and the Contract listed on Schedule 1.1.2 and Schedule 1.1.7 attached to the Agreement that occur after Closing.

8. This instrument is subject to and includes by reference all of the representations, warranties, covenants and indemnities with respect to the Customers and open accounts set forth in the Agreement and in Seller's affidavit which is being executed contemporaneous herewith. In the event that any provision of this instrument is construed to conflict with a provision in the Agreement, the provision in the Agreement shall govern and control.

9. This instrument and any of the terms contained herein may be amended or modified by the Assignor and the Assignee only in writing signed by each party. This instrument shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts executed in and to be performed in that jurisdiction, without giving effect to its rules regarding conflicts of laws. This instrument may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Signatures on Following Pages

**IN WITNESS WHEREOF**, Assignor has caused this instrument to be executed in its corporate name by its duly authorized representative effective as of August 2, 2024.

**ASSIGNOR:**

PROTEX LAWN & PEST  
CONTROL, INC.  
a Florida corporation

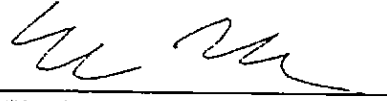
By: 

Name: DEREK E. BRIGMAN

Title: PRESIDENT

IN WITNESS WHEREOF, Assignee has caused this instrument to be executed in his name effective as of August 30, 2024.

ASSIGNEE:

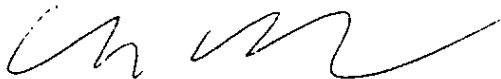
A handwritten signature in black ink, appearing to read 'Elder N. Ripper, IV', written over a horizontal line.

ELDER N. RIPPER, IV

Florida Department of state,

As you can see from the documents I have included in this letter, I purchased the assets of Protex Lawn & Pest Control, INC. That is why I am requesting to use that name now instead of LawnMark, LLC. The previous owner Derek Brigman has willingly revoked the Articles of incorporation so I can use that name. If you need anything else, please let me know.

Thank you,

A handwritten signature in black ink, appearing to read 'ER', followed by a long, sweeping horizontal line.

Elder Ripper  
Owner LawnMark, LLC