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COVER LETTER

· TO:

Registration Section

Div	ision of Cor	porations				
cun ucar.		outhern Charms LLC				
SUBJECT:		Name of Lim	ited Liability Company			
The enclosed	d Articles of	Amendment and fee(s) are sub	mitted for filing.			
Please return	all correspo	ndence concerning this matter	to the following:			
		Angela Skinner				
			Name of Person			
		Double A Southern Charm	s			
			Firm/Company			
		622 N Johnson Ave				
			Address			
		Arcadia Fl. 34266				
			City/State and Zip Code	·		
		Doubleasoutherncharms@g E-mail address: (mail.com to be used for future annual report ne	otification)		
For further is	nformation c	oncerning this matter, please c				
Angela Skin	ner		863 884-3444			
	Name o	f Person		ime Telephone Number		
Enclosed is	a check for th	ne following amount:				
■ \$25.00 1	Filing Fee	☐ \$30.00 Filing Fee & Certificate of Status	S55.00 Filing Fee & Certified Copy (additional copy is enclosed)	☐ \$60.00 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed)		
	iling Addres		Street Address: Registration S	Section		
Division of Corporations			Division of C	Division of Corporations The Centre of Tallahassee		
P.O. Box 6327 Tallahassee, FL 32314				roe Street, Suite 810		

Tallahassee, FL 32303

ARTICLES OF AMENDMENT TO ARTICLES OF ORGANIZATION OF

Double A Southern Charms LLC		
(<u>Name of the Limited Lia</u> (A Flo	bility Company as it now appears on our records. rida Limited Liability Company))
The Articles of Organization for this Limited Liability		and assigned
torida document number	 -	
his amendment is submitted to amend the following	;;	
If amending name, enter the new name of the limited liability company here: e new name must be distinguishable and contain the words "Limited Liability Company," the designation "L.L.C." or the abbreviation "L.L.C." enter new principal offices address, if applicable: crincipal office address MUST BE A STREET ADDRESS) enter new mailing address, if applicable:		
he new name must be distinguishable and contain the words	Limited Liability Company," the designation "LLC"	or the abbreviation "L.L.C."
Inter new principal offices address, if applicable:		
<u>Principal office address MUST BE A STREET AD</u>	DRESS)	
inter new mailing address, if applicable:		
Mailing address MAY BE A POST OFFICE BOX		· · · · · · · · · · · · · · · · · · ·
		<u> </u>
 If amending the registered agent and/or registerent and/or the new registered office address her 		he name of the new registe
zem analor the new registered office address ner	<u>.</u> .	
Name of New Projectured Agents		\.
Name of New Registered Agent:		<u> </u>
New Registered Office Address:	Enter Florida street address	
	, Flor	r ida
	1.HV	7 113 1 (1//4)

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 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>	Address	Type of Action
ambr	Amber Campbell	1915 NE Mckay Street Arcadia Florida 34266	🗆 🗅 Add
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Effective date, if other than the	3/12/2024		_(optional)	
(If an effective date is listed, the date n	iust be specific and cannot be prior to	date of filing or more than 90 d	lys after filing.) Pursuant to 605	.0207
Note: If the date inserted in this document's effective date on the	Department of State's records.	ore statutory tiling requireme	nts, this date will not be list	ed as t
ne record specifies a delayed effec	tive date, but not an effective tin	e, at 12:01 a.m. on the earlie	r of: (b) The 90th day after	r the
ord is filed.				
ord is filed. March 12 Dated	2024			

EXIT AGREEMENT

THIS EXIT AGREEMENT (hereinafter the "Agreement") is entered into this day, March 12, 2024 (the "Effective Date"), by and between Double A Southern Charms LLC of 622 N Johnson Ave, Arcadia, Florida 34266 (hereinafter the "Company"), and Amber Campbell (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 Amber Campbell's exit from the Company;

WHEREAS, the Parties desire an orderly exit for Amber Campbell from Double A Southern Charms LLC;

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

Terms & Conditions

- I. RESIGNATION. Amber Campbell has voluntarily resigned as a member of the board of directors at Double A Southern Charms LLC. The Parties stipulate that this Agreement has been entered into voluntarily and not as a result of coercion, duress, or undue influence. Further, Amber Campbell hereby voluntarily resigns effective immediately from all other positions he or she holds on behalf of Double A Southern Charms LLC, including any offices, employment positions or independent contractor relationships existing between Amber Campbell and Double A Southern Charms LLC.
- II. EFFECTIVE DATE OF RESIGNATION. All resignations described in paragraph 1 above, shall become effective as of the date of this Agreement.
- HI. INDEMNITY. Double A Southern Charms LLC agrees to indemnify Amber Campbell following the date hereof for any and all acts by Amber Campbell while affiliated with Double A Southern Charms LLC and as it pertains to Double A Southern Charms LLC only. This also includes any and all known and unknown claims by any third party against Amber Campbell or Double A Southern Charms LLC during such time as it pertains to Double A Southern Charms LLC. Double A Southern Charms LLC acknowledges that Amber Campbell will have no responsibility or liability for acts or omissions by Double A Southern Charms LLC which occur from and after the date of Amber Campbell'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), Double A Southern Charms LLC shall make all efforts necessary (and as allowed within the terms of the agreements with third parties) to remove Amber Campbell from all company contracts, liabilities and statements, bank account(s), merchant account(s), corporate documents, and any other contracts bearing Amber Campbell's name. Notwithstanding the foregoing, Double A Southern Charms LLC agrees that any renewals of such agreements shall not have Amber Campbell named in the agreement.
- V. CONFIDENTIALITY AND RETURN OF PROPERTY. Amber Campbell understands and agrees that all company property must be returned to Double A Southern Charms LLC on or before the Effective Date. By signing this Exit Agreement, Amber Campbell represents and warrants that he or she has returned to Double A Southern Charms LLC on or before the Effective Date, all company property, data and information belonging to Double A Southern Charms LLC and agrees that Amber Campbell will not use or disclose to others any confidential or proprietary information of the company.

VI. DISPUTE RESOLUTION AND ARBITRATION. Amber Campbell and Double A Southern Charms 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 Amber Campbell and Angela Skinner, Owner on behalf of Double A Southern Charms 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:

Amber Campbell

Date: 3/14/2024

COMPANY:

Angela Skinner, Owner on behalf of Double A Southern Charms LLC