

L99000000757

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

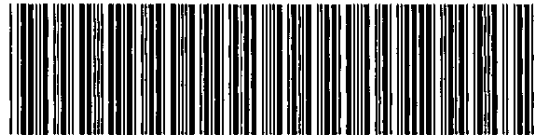
(Business Entity Name)

(Document Number)

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

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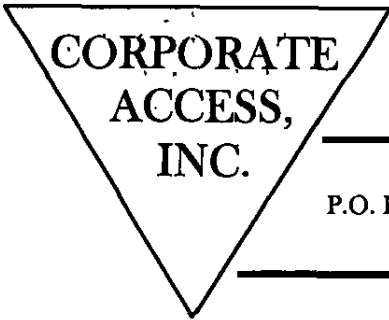
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08/24/09--01003--012 \*\*25.00

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B. KOHR  
AUG 25 2009  
EXAMINER

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Withdrawal

1. Stockton, Turner LLC  
(CORPORATE NAME AND DOCUMENT #)

2. \_\_\_\_\_  
(CORPORATE NAME AND DOCUMENT #)

3. \_\_\_\_\_  
(CORPORATE NAME AND DOCUMENT #)

4. \_\_\_\_\_  
(CORPORATE NAME AND DOCUMENT #)

5. \_\_\_\_\_  
(CORPORATE NAME AND DOCUMENT #)

6. \_\_\_\_\_  
(CORPORATE NAME AND DOCUMENT #)

SPECIAL INSTRUCTIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

August 24, 2009

CORPORATE ACCESS

TALLAHASSEE, FL

SUBJECT: STOCKTON TURNER LLC  
Ref. Number: L99000000757

FILED  
09 AUG 25 PM 4:35  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Resubmitting  
8/25

We have received your document for STOCKTON TURNER LLC and your check(s) totaling \$25.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please note that we have RETAINED your \$25.00 payment.

You may include your "withdrawal" document as an attachment to the Resignation form, but you must complete and sign our form titled "RESIGNATION OF MEMBER, MANAGING MENTER, OR MANAGER FROM FLORIDA LLC". This form is attached.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6914.

Buck Kohr  
Regulatory Specialist II

Letter Number: 809A00028503

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DIVISION OF CORPORATIONS

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09 AUG 25 PM 4:35  
TALLAHASSEE, FLORIDA

**RESIGNATION OF MEMBER, MANAGING MEMBER OR MANAGER  
FROM FLORIDA OR FOREIGN LIMITED LIABILITY COMPANY**

1. The name of the limited liability company as it appears on the records of the Florida Department of State is: Stockton Turner, LLC

2. This limited liability company was organized under the laws of:  
the State of Florida

3. The Florida document/registration number of this limited liability company is:  
L99000000757

4. I, Thomas R. Powell, hereby resign as a Managing Member  
(Print Name of Person Resigning) (Print Title)

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

[Signature]  
Signature of Resigning Member, Managing Member or Manager

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

**STOCKTON, TURNER LLC**

**WITHDRAWAL OF MEMBER-MANAGER AND  
ASSIGNMENT OF MEMBERSHIP INTEREST**

**THIS WITHDRAWAL OF MEMBER-MANAGER AND ASSIGNMENT OF MEMBERSHIP INTEREST** (this "Transfer") is made this 31<sup>st</sup> day of July, 2009 ("Effective date"), by **RED CAPT, INC.**, a Florida corporation (hereinafter referred to as "Assignor") **THOMAS R. POWELL** ("Powell"), **STOCKTON TURNER, LLC**, a Florida limited liability company ("Company"), **SPECTRUM MANAGEMENT, INC.**, a Florida corporation ("Spectrum"), **CAMERON G. BENNETT** ("Bennett"), **MARSHALL MANAGEMENT CORPORATION**, a Florida corporation ("Marshall") and **DOUG L. TURNER**, ("Turner") (Marshall and Spectrum are hereinafter referred to as "Assignee") and (Marshall, Spectrum and Assignor are hereinafter referred to as "Members").

**WITNESSETH:**

**WHEREAS**, Assignor is the Member-Manager of Stockton Turner, LLC, a Florida limited liability company (hereinafter referred to as the "Company"), and as such the owner and holder of one-third (1/3) of the outstanding membership units of the Company (the "Membership Units"); and

**WHEREAS**, Thomas R. Powell ("Powell") was named a Member-Manager in the originally filed Articles of Organization of the Company on February 8, 1999.

**WHEREAS**, Powell has previously assigned his Membership Units to Assignor and the Company had previously appointed the Assignor a Member-Manager.

**WHEREAS**, the Assignor desires to transfer and assign the Membership Units to the Assignee as hereinafter set forth ("Transfer"); and

**WHEREAS**, Powell and/or Assignor desires to resign as a Member-Manager, officer, and director of the Company.

**WHEREAS**, all the Members of the Company by execution of this Agreement, have consented to the Transfer.

**NOW, THEREFORE**, in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration executed this date, receipt of which is acknowledged, Assignor hereby agrees as follows:

1. The recitals set forth above in the "Whereas" clauses are true and correct and are incorporated herein by reference.

2. Assignor hereby transfers to the Assignee for One Dollar (\$1.00) and other valuable consideration the Membership Units, and all of its right, title and interest to said Membership Units which the Assignor may have, and shall execute and deliver to the Company

this Assignment and any other appropriate documents as are necessary or desirable to transfer the Membership Units to the Assignee. The Membership Units shall be divided equally between Marshall and Spectrum from the Transfer.

3. The Assignor and Assignee hereby acknowledge that all Members of the Company have consented to the Transfer contemplated herein as of the date hereof.

4. Assignor warrants that Assignor is the beneficial owner of the Membership Units and that the Membership Units are free and clear from any and all encumbrances; and Assignor hereby covenants that Assignor will defend the same against the lawful claims of all persons whatsoever at Assignor's sole expense. Assignor and Powell further warrant that the consideration received pursuant to this Agreement satisfies all obligations the Company and the Members had to Assignor and Powell pursuant to the terms of the Company's operating agreement and any other agreement between the parties.

5. The Company, Assignee, Assignor and all Members hereby acknowledge and agree that all the terms of the Company's Operating Agreement have been satisfied as related to the Transfer, and Transfer is exempt from any restrictions contained in the Operating Agreement.

6. Powell and the Assignor, by execution of this Agreement hereby resign as manager, officer, employee and from any other position with the Company.

7. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

8. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party, the costs and expenses of such litigation incurred by the prevailing party, including reasonable attorneys' fees, both at trial and in any appellate proceeding.

9. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue and jurisdiction of any action or proceeding arising out of this Agreement shall lie in the state courts of competent jurisdiction located in Orange County, Florida.

10. Company, Marshall, and Spectrum, to the fullest extent permitted by law, agree to indemnify and hold harmless Assignor and Powell, their heirs, executors, administrators, successors, and assigns from any liabilities, damages and costs (including reasonable attorneys fees and costs of defense) arising out of their ownership or association with the Company, including but not limited to any personal guaranties by Powell.

11. Assignor and Assignee covenant and agree to use all commercially reasonable efforts to remove Thomas Powell's personal guaranty related to the Company's liabilities with Regions Bank.

12. The Assignor and Powell hereby remise, release, acquit, satisfy and forever discharge the Company, Turner, Bennett and the Members of and from all, manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said Assignor or Powell ever had, now has, or which any personal representative, successor, heir or assign of Assignor or Powell, hereafter can, shall or may have, against the Company, Turner, Bennett and the Members, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents arising out of the business of the Company, except for this Agreement. The Company, Turner, Bennett and the Members hereby remise, release, acquit, satisfy and forever discharge the Assignor and Powell of and from all, manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said Company, Turner, Bennett and the Members ever had, now has, or which any personal representative, successor, heir or assign of Company, Turner, Bennett and the Members, hereafter can, shall or may have, against the Assignor and Powell, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents arising out of the business of the Company, except for this Agreement.

13. The Company and/or Turner or Bennett shall promptly notify any regulatory authorities, investors, lenders, affected parties or others required to be notified of any material change in ownership or control of the Company of the withdrawal of Assignor and/or Powell from the Company. The Company is solely responsible for discharging this obligation and Assignor and/or Powell shall take no action to contact any of the authorities or entities referenced herein. However, the Company, Turner or Bennett shall provide written notice to Powell within thirty (30) days of this Agreement of their notification to all the above mentioned parties. Assignor and Powell may file this Agreement with the State of Florida to record his withdrawal.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGES TO FOLLOW].

IN WITNESS WHEREOF, Assignor has executed this Assignment in manner and form sufficient to bind it as of the day and year first above written.


"Assignor"

RED CAPT, INC, a Florida corporation

By:  7/31/09  
THOMAS R. POWELL, as its President

"Assignees"

SPECTRUM MANAGEMENT, INC., a Florida corporation

BY:  7/31/09  
CAMERON G. BENNETT, President of  
Spectrum Management, Inc.

MARSHALL MANAGEMENT CORPORATION, a Florida corporation

BY:  7-31-09  
DOUG L. TURNER, President of  
Marshall Management Corporation

 7-31-09  
DOUG L. TURNER

 7/31/09  
CAMERON G. BENNETT

 7/31/09  
THOMAS R. POWELL