

N14000007821

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

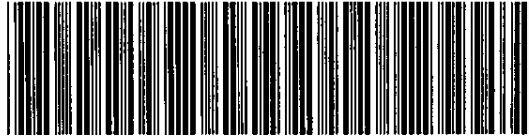
(Business Entity Name)

(Document Number)

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

Special Instructions to Filing Officer:

Office Use Only



300273041353

06/18/15--01016--001 \*\*35.00

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
15 JUN 18 PM 4:03

JUN 26 2015  
C LEWIS

COVER LETTER

TO: Amendment Section  
Division of Corporations

NAME OF CORPORATION: TAKE A FREE RIDE, Inc.

DOCUMENT NUMBER: N14000007821

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

TODD CARLSON, President  
(Name of Contact Person)

TAKE A FREE RIDE, Inc.  
(Firm/ Company)

1483 Course View Dr  
(Address)

Fleming Island, FL 32003  
(City/ State and Zip Code)

TODD @ TAKEAFREERIDE.ORG  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

TODD CARLSON at 904 614-6213  
(Name of Contact Person) (Area Code) (Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

- |  |  |   |  |
|--|--|---|--|
| <input type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee &<br>Certificate of Status | <input type="checkbox"/> \$43.75 Filing Fee &<br>Certified Copy<br>(Additional copy is<br>enclosed) | <input type="checkbox"/> \$52.50 Filing Fee<br>Certificate of Status<br>Certified Copy<br>(Additional Copy is<br>Enclosed) |
|--|--|---|--|

Mailing Address  
Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

Street Address  
Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

15 JUN 18 PM 4:03

Articles of Amendment  
to  
Articles of Incorporation  
of

Take A Free Ride, Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

11400000 7821

(Document Number of Corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

**A. If amending name, enter the new name of the corporation:**

N/A

*The new name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc." "Company" or "Co." may not be used in the name.*

**B. Enter new principal office address, if applicable:**

(Principal office address **MUST BE A STREET ADDRESS**)

N/A

**C. Enter new mailing address, if applicable:**

(Mailing address **MAY BE A POST OFFICE BOX**)

**D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:**

Name of New Registered Agent:

N/A

(Florida street address)

New Registered Office Address:

(City)

, Florida

(Zip Code)

**New Registered Agent's Signature, if changing Registered Agent:**

*I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.*

\_\_\_\_\_  
*Signature of New Registered Agent, if changing*

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

<input checked="" type="checkbox"/> Change	<u>PT</u>	<u>John Doe</u>
<input checked="" type="checkbox"/> Remove	<u>V</u>	<u>Mike Jones</u>
<input checked="" type="checkbox"/> Add	<u>SV</u>	<u>Sally Smith</u>

Type of Action  
(Check One)

Title

Name

Address

- |  |               |                   |                            |
|--|---------------|-------------------|----------------------------|
| 1) <input type="checkbox"/> Change         | <u>V</u>      | <u>ADAM CANNI</u> | <u>1483 Course View DR</u> |
| <input type="checkbox"/> Add               |               |                   | <u>Fleming Island, FL</u>  |
| <input checked="" type="checkbox"/> Remove |               |                   | <u>32003</u>               |
| 2) <input type="checkbox"/> Change         | <u>      </u> | <u>      </u>     | <u>      </u>              |
| <input type="checkbox"/> Add               |               |                   | <u>      </u>              |
| <input type="checkbox"/> Remove            |               |                   | <u>      </u>              |
| 3) <input type="checkbox"/> Change         | <u>      </u> | <u>      </u>     | <u>      </u>              |
| <input type="checkbox"/> Add               |               |                   | <u>      </u>              |
| <input type="checkbox"/> Remove            |               |                   | <u>      </u>              |
| 4) <input type="checkbox"/> Change         | <u>      </u> | <u>      </u>     | <u>      </u>              |
| <input type="checkbox"/> Add               |               |                   | <u>      </u>              |
| <input type="checkbox"/> Remove            |               |                   | <u>      </u>              |
| 5) <input type="checkbox"/> Change         | <u>      </u> | <u>      </u>     | <u>      </u>              |
| <input type="checkbox"/> Add               |               |                   | <u>      </u>              |
| <input type="checkbox"/> Remove            |               |                   | <u>      </u>              |
| 6) <input type="checkbox"/> Change         | <u>      </u> | <u>      </u>     | <u>      </u>              |
| <input type="checkbox"/> Add               |               |                   | <u>      </u>              |
| <input type="checkbox"/> Remove            |               |                   | <u>      </u>              |

**E. If amending or adding additional Articles, enter change(s) here:**  
(attach additional sheets, if necessary). (Be specific)

SEE Attached

## SEPARATION AGREEMENT

This Separation Agreement (the "Agreement") is made by and between Take A Free Ride, Inc. (the "Company") and Adam Canni (the "Employee"). This Agreement is made in light of the following facts:

A. Employee has resigned his employment and directorships with the Company effective May 30, 2015. Employee and the Company seek to obtain a full and final resolution of all potential claims, known and unknown, related to Employee's employment with the Company and the conclusion of that employment.

B. Nothing contained in this Agreement, nor the payment of any consideration shall be taken or construed to be an admission or concession of any kind by the Company that it has engaged in any wrongdoing. In fact, the Company expressly denies any liability or wrongdoing in its treatment of the Employee.

C. Nothing contained in this Agreement, shall be taken or construed to be an admission or concession of any kind by the Employee that he has engaged in any wrongdoing.

In consideration of the terms and conditions contained herein, the parties agree as follows:

1. RESIGNATION OF EMPLOYMENT. Employee hereby irrevocably resigns his employment and directorships with the Company and the Company accepts Employee's resignation, effective at the close of business on May 30, 2015 (the "Effective Date").

2. SEVERANCE PAYMENTS. The Company will pay to the Employee \$10,000 over a period of six months. The Payment schedule will be:

- June 3, 2015 - \$2,500.00
- July 1, 2015 - \$1,500.00
- August 1, 2015 - \$1,500.00
- September 1, 2015 - \$1,500.00
- October 1, 2015 - \$1,500.00
- November 1, 2015 - \$1,500.00

3. WAIVER OF BOARD REPRESENTATION. Employee hereby irrevocably and permanently waives all rights to (i) serve as a member of the Company's board of directors and the Executive Committee thereof, and (ii) to designate a director to serve on the Company's board of directors. In addition, Employee gives Company all legal rights to change corporate by-laws, Operating Agreement and Articles of Incorporation without Employee needing to be present.

4. **RELEASE AND WAIVER OF CLAIMS BY EMPLOYEE.** Employee waives and releases any and all actual or potential claims, demands, causes of action, damages and liabilities, of whatever kind or nature, known or unknown, suspected or unsuspected, which Employee now has or holds, or at any time had or held against the Company, related corporations, subsidiaries, and their officers, directors, employees or agents, in any manner attributable to Employee's employment by the Company or the cessation thereof. This waiver and release expressly waives any and all claims arising out of such employment and the cessation thereof that Employee may have against the Company regardless of the nature, source, or basis for any such claim, including, but not limited to, any contract or tort claims, employment discrimination of any kind or nature, breach of the covenant of good faith and fair dealing, termination in violation of public policy, defamation, claims arising under Title VII or the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act of 1990, and the Fair Labor Standards Act, or any similar state statute or principle of common law.

5. **RELEASE AND WAIVER OF CLAIMS BY THE COMPANY.** The Company waives and releases any and all actual or potential claims, demands, causes of action, damages and liabilities, of whatever kind or nature, known or unknown, suspected or unsuspected, which the Company now has or holds, or at any time had or held against the Employee, attributable to or arising out of his prior relationship with the Company as an Employee or Director including but not limited to any claims it may have under any other federal, state or local Constitution, Statute, Ordinance and/or Regulation and/or those arising under common law including but not limited to tort, express and/or implied contract and/or implied contract, arising out of or, in any way, related to the Employee's employment with the Company; provided, however, that this release and waiver by the Company shall not extend to any claim against Employee based on any act of fraud, theft, conversion or embezzlement by Employee.

6. **NONDISCLOSURE.** The Parties shall not disclose the nature or terms of this Agreement or the negotiations that led to this Agreement to any person or entity, other than Employee's spouse, without the written consent of the other party, unless required to do so by law.

7. **CONFIDENTIALITY OF COMPANY INFORMATION.** Without the prior written consent of the Company's Chief Executive Officer, Employee will not (a) make use of or disclose in any way (except as otherwise required by law), confidential, proprietary or trade secret information belonging to the Company.

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

15 JUN 18 PM 4:04

8. INTELLECTUAL PROPERTY. Employee acknowledges that any and all Intellectual Property, including graphic design, artwork, brochures, ideas, logos, slogans, marketing literature are property of the Company. By signing this agreement, Employee understands that any and all Intellectual Property cannot be used by Employee and is solely for the purpose of the Company at its free will to use any way it deems appropriate without the need of consent from Employee.

9. ONESPARK VIDEO. Employee must provide to Company One Spark Video that is on Employee's cell phone onto a memory stick or a website whereas video can be downloaded.

10. ENTIRE AGREEMENT. Except as set forth in this Agreement, this Agreement is the total Agreement of the parties and replaces any prior negotiations or agreements between the parties whether oral or written.

11. SEVERABILITY/EXECUTION. Should any court of law find any term or clause of this Agreement invalid or unenforceable under applicable law, then such term or clause shall be omitted from enforcement, with all other terms and conditions remaining valid and enforceable. This Agreement may be executed in counterparts, each of which will be deemed an original and which together will be a single instrument.

Date:

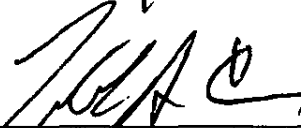
5/30/15



Adam Canni Signature

Date:

May 30, 2015



Todd Carlson, President  
Take A Free Ride, Inc.



The date of each amendment(s) adoption: MAY 30, 2015 FILED, if other than the date this document was signed.

SECRETARY OF STATE  
DIVISION OF CORPORATIONS

Effective date if applicable: \_\_\_\_\_  
(no more than 90 days after amendment file date) 15 JUN 18 PM 4:03

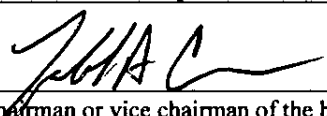
**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Adoption of Amendment(s) (CHECK ONE)

☐ The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.

☒ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated June 11, 2015

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

Todd A. Carlson  
(Typed or printed name of person signing)

President / Founder  
(Title of person signing)