
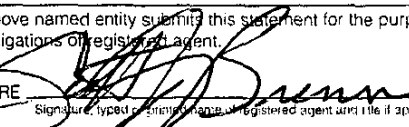


2008 FOR PROFIT CORPORATION ANNUAL REPORT (AR)

FILED
Sep 08, 2008 8:00 am
Secretary of State

09-08-2008 90004 011 ***150.00

DOCUMENT # P03000041922			
1. Entity Name SELLSTATE ELITE REALTY NETWORK, INC.			
Principal Place of Business 3351 MARINATOWN LANE SUITE 100 NORTH FT. MYERS FL 33903		Mailing Address 3351 MARINATOWN LANE SUITE 100 NORTH FT. MYERS FL 33903	
2. Principal Place of Business - No P.O. Box #		3. Mailing Address	
Suite, Apt. #, etc.		Suite, Apt. #, etc.	
City & State		City & State	
Zip	Country	Zip	Country
6. Name and Address of Current Registered Agent CHASTAIN, JACK W 3351 MARINATOWN LANE SUITE 100 NORTH FORT MYERS FL 33903		7. Name and Address of New Registered Agent Name Scott J. Brenner Street Address (P.O. Box Number is Not Acceptable) 3351 MARINATOWN LANE Ste 100 City N. Ft. Myers FL 33903	
8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. I am familiar with, and accept the obligations of registered agent. SIGNATURE  DATE 8/22/08 (NOTE: Registered Agent signature required when reinstating)			
FILE NOW!!! FEE IS \$550.00 DUE BY September 3, 2008 Make Check Payable to Florida Department of State		S.607.193(2)(b), F.S., allows for the waiver of the \$400.00 late fee. By checking this box, the corporation certifies it did not receive prior notice. Fee to file is \$150.00. <input type="checkbox"/>	
10. OFFICERS AND DIRECTORS		11. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 11	
TITLE NAME STREET ADDRESS CITY-ST-ZIP	DPS CHASTAIN, JACK 3351 MARINATOWN LANE SUITE 100 NORTH FORT MYERS FL 33903 <input checked="" type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	President Scott Brenner 3351 Marintown lane Ste 100 N. Ft. Myers FL 33903 <input checked="" type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	Vice President Jennifer Brenner 3351 MARINATOWN LN Ste 100 N. FT. MYERS FL 33903 <input checked="" type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	Treasurer Patricia E. Kelly 3351 MARINATOWN LA. Ste 100 N. Ft. Myers, FL 33903 <input checked="" type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	Secretary Michael R Kelly 3351 Marintown LA. Ste 100 N. Ft. Myers FL 33903 <input checked="" type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition

12. I hereby certify that the information supplied with this filing does not qualify for the exemptions contained in Chapter 119, Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears in Block 10 or Block 11 if changed, or on an attachment with an address, with all other like empowered.

SIGNATURE:  Pres
SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER OR DIRECTOR
Date **8/22/08** Daytime Phone # **239-995-0698**

ATTACHMENT
Cert. Return Receipt Mailed out 7-18-08

6004-6904

DBPR RE-2050 - Request for Change of Status

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

1940 North Monroe Street
Tallahassee, FL 32399-0783
Customer Contact Center: 850.487.1395
FAX: 850.488.8040
www.myfloridalicense.com/dbpr

CHECK ACTION(S) REQUESTED

Transaction Type:

- ☐ Become Active - no charge
☐ Become Inactive - no charge
☒ Add/Delete Trade Name - no charge *DBA Delete/Sellstate Elite Realty*
☐ Become Sole Proprietor - no charge (Forms 2050 & 0080 required)
☐ Change Broker/Owner Employer - no charge
☐ Terminate Employee - no charge
☐ Add/Delete PA or LLC - \$30.00 fee required - see F.S. 475.161
☐ Request for Multiple License - \$95.00
☐ Renew license
☐ Qualifying Broker (CQ package required)
☐ Owner/Developer (Forms 2050 & 0080 required)

ASSOCIATE INFORMATION

License Number *BK 3209109* Licensee Name *Scott James Brenner*
Contact Information (telephone number or E-Mail address)
scottjbrenner@gmail.com 239-671-5929

BROKER OR ORGANIZATION INFORMATION

Broker License Number *CQ1030072* Organization License Number
Broker/Owner Name *Sellstate Advantage North Inc*
Organization Name *Sellstate Advantage North Inc DBA Sellstate Elite Realty*
Trade Name (if applicable) *Sellstate Advantage North* Contact Info. (telephone number or E-Mail address)
scottjbrenner@gmail.com
Are you now or with the issuance of this license, an officer, director, member, or partner of any corporation, partnership, or L.L.C. which acts as a broker? Yes ☒ No ☐
If yes, please list name of entity *Brenner Realty Inc.*

ATTEST STATEMENT

REQUIRES SIGNATURE OF BROKER AND ASSOCIATE*

(Except for Add/Delete PA or LLC - which may be signed by the licensee)

I affirm that I have provided the above information completely and truthfully to the best of my knowledge.

Broker/Owner Sign Here: *Scott J. Brenner* Date: *7/18/08*

*Broker signature not req. for Assoc. inactive status or add/delete PA - LLC

Print Broker/Owner Name: *Scott J. Brenner*

Associate Sign Here: _____ Date: _____

*All Associate requested changes require signature.

ATTACHMENT

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or to any other address any party designates by notice complying with the terms of this Section. Each notice is deemed delivered: (a) on the date delivered if by personal delivery; (b) on the date of transmission with confirmed answer back if by telex, telefax or other telegraphic method; and (c) on the date the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable if mailed.

58. BINDING ON SUCCESSORS

This Agreement is binding upon, and inures to the benefit of, the parties of this Agreement, their heirs, successors and assignees except as may be otherwise restricted pursuant to other Sections contained in this Agreement. We reserve the right to assign, pledge, hypothecate or transfer this Agreement, provided that such assignment, pledge, hypothecation or transfer will not affect materially the rights and privileges granted to you in this Agreement. We further reserve the right to change our name as it relates to this Agreement, and you agree to accept the name change and make all necessary changes we require to facilitate such a change. If there is a name change by us this Agreement remains in full force and effect with no changes except for the substitution of the new name in all places where reference is made to Sellstate.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the day and year first written below.

Dated: Jan 26th, 2008

We:

Sellstate Realty Systems Network Inc.

By:

(Authorized Signatory)

ARTHUR DARMANIAN (Print Name)

(Date)

Its: CEO (Title)

I, THE UNDERSIGNED ACKNOWLEDGE THAT BEFORE THE DATE THAT I HAVE SIGNED THIS AGREEMENT, OR HAVE PAID ANY CONSIDERATION FOR IT, I RECEIVED, READ AND UNDERSTOOD A COMPLETE COPY OF A CURRENT FRANCHISE OFFERING CIRCULAR (FOC), DELIVERED TO ME BY THE FRANCHISOR UNDER FEDERAL AND STATE LAWS, AND A COMPLETELY PREPARED COPY OF THIS AGREEMENT WITH ALL TERMS AND CONDITIONS INSERTED. I FURTHER ACKNOWLEDGE THAT BEFORE THE DATE THAT I HAVE SIGNED THIS AGREEMENT, OR HAVE PAID ANY CONSIDERATION FOR IT TO THE FRANCHISOR, I HAVE HAD ADEQUATE OPPORTUNITY TO REVIEW THIS AGREEMENT WITH LEGAL COUNSEL AND OTHER ADVISORS OF MY OWN CHOOSING AND THAT I AM AWARE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND OF THE BUSINESS RISKS INVOLVED IN ENTERING INTO THIS AGREEMENT AND THE BUSINESS CONTEMPLATED BY IT.

THE UNDERSIGNED EACH AGREE THAT IN CONSIDERATION OF THE PREMISES AND OF THE GRANTING OF THIS FRANCHISE AGREEMENT TO THE FRANCHISEE AT THE SEPARATE REQUEST OF EACH OF US INDIVIDUALLY, ALL OF THE UNDERSIGNED ARE PERSONALLY BOUND INDIVIDUALLY BY THOSE PROVISIONS OF THIS AGREEMENT WHICH SPECIFICALLY EXPRESS THEMSELVES AS BEING BINDING UPON US PERSONALLY.

THE UNDERSIGNED EACH AGREE THAT IN CONSIDERATION OF THE PREMISES AND OF THE GRANTING OF THIS FRANCHISE AGREEMENT TO THE FRANCHISEE AT THE SEPARATE REQUEST OF EACH OF US INDIVIDUALLY, ALL OF THE UNDERSIGNED ARE PERSONALLY BOUND INDIVIDUALLY, UNCONDITIONALLY, IRREVOCABLY AND JOINTLY AND SEVERALLY OR SOLIDARILY WITH THE FRANCHISEE TO OBSERVE AND PERFORM ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. ALL OF THE UNDERSIGNED AGREE THAT NO DEALINGS OF THE FRANCHISOR WITH THE FRANCHISEE OR ANY OTHER PARTY DISCHARGES OR REDUCES THE CONTINUING OBLIGATIONS

ATTACHMENT

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SCHEDULE A

DATES, FRANCHISED LOCATION, AND FRANCHISED TERRITORY

Dates

The Effective Date of this Agreement is Jan 7, 2008

Franchise Commencement

The Commencement Date is Jan 7, 2008. For the purposes of this Agreement, "commencement date" means that the franchise office is licensed and fully operational to conduct business including all equipment, build outs etc. and staffed by at least one hourly rated clerical/secretarial employee. Failure to comply with the commencement date will result in the following: For up to 3 months or until you meet the commencement date requirements you are required to pay us a non refundable monthly maintenance fee of \$500.00 payable on the 1st day of each month commencing on the commencement date. At the end of the 3-month period if you still fail to meet the commencement date requirements then you shall pay us a nonrefundable monthly maintenance fee of \$1,000.00 for a maximum of 9 months or until you meet the commencement date requirements. If you still fail to meet the commencement date requirements this Franchise Agreement becomes null and void and all the fees paid to us including the Initial Franchise Fee is **NON REFUNDABLE TO YOU.**

Franchised Location

The address of the Franchised Location is as follows and any relocation of the franchise office must be approved by us:

3351 Manna Town Lane, Suite 100, N. Ft. Myers FL 33903

Franchised Territory

The Franchised Territory is described as follows:

St. FL

Primary Real Estate Board

The Primary Real Estate Board is identified as follows:

Greater Ft. Myers and the Beach Board of Realtors

The total number of salespersons registered with the Primary Real Estate Board at the time of entering into this Agreement is 2.

ATTACHMENT

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SCHEDULE C - PRINCIPALS AND OWNERSHIP OF FRANCHISE

The names of the owners and their voting and equity interests in the Franchise are as follows:

Name of Owners of the Franchise	Voting % in Franchise	Equity % in Franchise	No. & Class of Shares	Total Shares Issued of each Class
Michael R. Kelly (Owner 1)	25 %	25 %	100 Common	400
Patricia E. Kelly (Owner 2)	25 %	25 %	100 Common	400
Scott J. Brenner (Owner 3)	25 %	25 %	100 Common	400
Jennifer E. Brenner (Owner 4)	25 %	25 %	100 Common	400

Names of Directors

Michael R. Kelly, Patricia E. Kelly, Scott J. Brenner, Jennifer E. Brenner

Names and Titles of Officers

President: Scott J. Brenner, Vice President: Jennifer E. Brenner
Treasurer: Patricia E. Kelly, Secretary: Michael R. Kelly

Please complete Schedule C and if necessary attach all pertinent documentation if any of the owners of the Franchise are a corporation.

ATTACHMENT



SELLSTATE

SELLSTATE ADVANTAGE NORTH, INC.
DBA
SELLSTATE ELITE
REALTY

600 469 04
PO 3000041922

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To Whom it may concern,

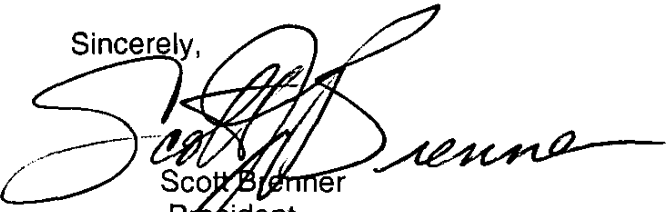
See attached documents regarding transfer of ownership of corporation, note the change of new officers, any notice of For Profit Corporate Annual Report was not brought to the attention of the newly elected officers.

Please accept this explanation of, non notice to file until receipt of posted late reporting notice.

See supporting documentation on the change of corporate officers. Please note we have recently elected to drop the DBA, Sellstate Elite Realty Inc. and now doing business as Sellstate Advantage North Inc.

Any questions regarding attached documentation may be directed to Scott Brenner, President.

Sincerely,


Scott Brenner
President

3351 Marintown Ln., Suite 100

North Fort Myers, FL 33903

Phone: 239-995-0698

Fax: 239-995-0794

E-mail: sbrenner@sellstate.com

Date: August 27, 2008