

Document Type: **Articles of Amendment - LLC**

Document Fee: **\$0.00**

Entity Name: **808 SUMMIT LLC**

Additional Fee: **\$0.00**

**Entity Information**

Entity Name: 808 SUMMIT LLC

Entity Type: Domestic LLC

Entity ID: L18708570

Management Structure: Manager-Managed

Entity Email Address: mgolight2020@gmail.com

Formation Date: 08/30/2013

Status: Active

Effective Date: 09/03/2022

Effective Time: 6:36 PM

Character of Business: Real Estate and Rental and Leasing

Character of Business Sub Code: Lessors of Residential Buildings and Dwellings

☒ Perpetual (forever)

Update Entity Information

**New Entity Name**

**Statutory Agent Information**

Name	Attention	Address	Email
MICHAEL M GOLIGHTLY		3900 E HUNTINGTON DR , FLAGSTAFF, AZ, 86004, USA	
Attention	Mailing Address		
	3900 E HUNTINGTON DR FLAGSTAFF, AZ, 86004, USA		

**Principal Address**

Attention	Address
	3900 E HUNTINGTON DR , FLAGSTAFF, AZ, 86004, USA

**Principal Information**

Management Structure: Manager-Managed

Title	Name	Attention	Address	Email	Date Taking Office
Manager	Golightly Revocable Trust		3900 E HUNTINGTON DR , FLAGSTAFF, AZ 86004, USA		9/30/2013

**Uploaded Attachments**

The eCorp system will create part of the Articles of Amendment from the information I have entered.

☒ I will upload only the text of the amendment to complete the filing. ☐ I will upload and use my own complete form as the

official Articles of Amendment.

You may upload your own complete, official Articles of Amendment **as a .pdf file**. NOTE – if your document is missing any required information or does not match the information you've entered, the document will be rejected and you will have the opportunity to correct it at no additional cost.

**File Name**

GCR-AGREEMENT.pdf

**Signature**

By typing/entering my name, I intend to affix my electronic signature acknowledging that this electronic document is submitted in compliance with Arizona law. I certify that the information on the electronic document is true, complete, and accurate as of the date the electronic filing is submitted.

☒ I Agree

Signature: michael m golightly

Title: Authorized Agent



VIA HAND DELIVERY

May 17, 2017

Michael M. Golightly & Associates, Inc.  
Attn: Michael Golightly  
3900 Huntington Drive  
Flagstaff, Arizona 86004

Mr. Golightly:

My name is Brendan Thompson and I am Senior Counsel for Bridgestone Bandag, LLC ("Bandag"). I understand that Michael M. Golightly & Associates, Inc. ("you," "your" or "Golightly") has informed Bandag that it desires to terminate that certain Bandag Dealer Franchise Agreement dated June 1, 2014 (the "Franchise Agreement") effective on or before June 28, 2017. The purpose of this letter is to inform Golightly of the consequences of early termination and to set forth a proposed arrangement that will permit Golightly to continue to sell Bandag retread products to its customers on an exclusive basis provided that certain conditions are met.

As you may recall, Section 10.1 of the Franchise Agreement permits Bandag to terminate the Franchise Agreement upon "good cause," which is defined in Subsection 10.1(g) as abandonment of your dealership or the Franchise Agreement. Pursuant to Section 10.2 of the Franchise Agreement, this letter informs you that Bandag currently has good cause for termination under Section 10.1 and may terminate the Franchise Agreement if the anticipated breach is not cured in the next thirty (30) days. Upon termination of your Franchise Agreement, Section 10.3 gives Bandag the right, among other actions, to repurchase each item of Bandag equipment and machinery as well as Materials and Products then in your possession (less shipping, freight, packaging, restocking and other costs). Additionally, if the Franchise Agreement is terminated by Bandag for good cause, neither Golightly nor its owners will be permitted to operate a competitive retread tire business at the address above for a period of one (1) year following termination.

Per your discussions with Ken Johnson of Bridgestone Americas Tire Operations, LLC ("Bridgestone"), the parent company of Bandag, Bandag is willing to refrain from taking the actions above and work towards a solution that allows both Golightly and Bridgestone to continue to work together in a beneficial manner to meet the needs of your customers.

The terms of that proposed arrangement between you and Bandag is as follows:

1. Term. The term of the proposed arrangement would commence upon execution of this letter by both parties and continue until depletion of the Bandag Retread Purchase Fund (as defined below). The parties may extend the arrangement upon mutual agreement as further described in Item 4 below.
2. Services Provided by GCR Phoenix. Bridgestone will agree that its GCR Tire & Service store in Phoenix, Arizona ("GCR Phoenix") would provide you with retread and repair services during the term of the proposed arrangement. The prices for such products and services as well as the pick-up and delivery schedule will be mutually agreed upon between you and GCR Phoenix. During the term of this arrangement, Bridgestone agrees that GCR Phoenix will keep the identity

**Bridgestone Bandag, LLC**  
535 Marriott Drive  
Nashville, TN 37214

of your customers confidential and will not directly solicit such customers in order to sell retreaded tires or repair services to them directly. Notwithstanding the foregoing, nothing herein will prevent GCR Phoenix from (i) making general solicitations for its business services through advertising provided that such ads are not specifically targeted at Golightly customers who are being serviced by GCR Phoenix hereunder and (ii) selling or providing services to any of Golightly customers that approach GCR Phoenix directly without prior solicitation from GCR Phoenix.

3. Repurchase of Equipment and Product by Bandag. Following execution of this letter, you agree to (i) resell the equipment set forth on Exhibit A to this letter back to Bandag for the price set forth on Exhibit A, (ii) return any open and obsolete tread and repair materials to Bandag and (iii) forfeit your Smart Resource Fund balance. Bandag agrees that it will pay all pick up and removal costs associated with its repurchase of the equipment and materials. You agree to work in good faith with Bandag to arrange for pick up of the equipment and materials in an efficient manner. Additionally, you also agree that the amount that would otherwise be payable by Bandag to you from the repurchase of the equipment and materials as well any Smart Resource Fund balance may be retained by Bandag and used to fund the Bandag Retread Purchase Fund.
4. Bandag Retread Purchase Fund. Bandag agrees to establish a retread purchase fund in the amount of \$100,000 (the "Bandag Retread Purchase Fund"). For each retread or cap and casing that you purchase from GCR Phoenix during the term of the proposed arrangement, Bandag will pay you \$10 from the Bandag Retread Purchase Fund on a quarterly basis. Upon depletion of the Bandag Retread Purchase Fund, you agree to enter into good faith discussions with Bandag regarding the continuation of such \$10 payment per retread or cap and casing purchased from GCR Phoenix. In the event this arrangement is abandoned or breached by you prior to depletion of the Bandag Retread Purchase Fund, you agree that Bandag may retain the balance of the Bandag Retread Purchase Fund once you are paid for any retreads or cap and casings sold prior to the date the agreement is terminated.
5. Unopened and Current Tread. Following execution of this letter, you agree to return any unopened and current tread to Bandag. Bandag agrees that it will pay all pick up and removal costs associated with its repurchase of such tread and will not charge you any restocking fee in connection therewith. Any amounts payable by Bandag to Golightly in connection the repurchase of such tread shall be applied against amounts owed to Bandag by Golightly.
6. Exclusivity. You agree to only sell Bandag brand retreads acquired from GCR Phoenix to your customers and to not offer or sell any other brand retreads during the term of this proposed arrangement.
7. Reconciliation of Amounts Due Bandag. Pursuant to Section 10.3 of the Franchise Agreement, Golightly must settle all accounts and pay all sums due to us or our affiliates or which we have guaranteed. While the amounts payable by Bandag to Golightly for the repurchase of unopened and current tread will be used to reduce such balance, Golightly acknowledges that it will pay any remaining balance by the date(s) that such outstanding balance is due.



If this is your understanding of the proposed arrangement between Golightly and Bandag, then please indicate your acceptance by signing and dating below. Please keep a copy for your records and return the original to me.

**BRIDGESTONE BANDAG, LLC**



Brendan Thompson  
Senior Counsel, North America Business Units  
Secretary

cc: Ken Johnson  
Dale Mercer  
Chad Rockafellow

\*\*\*\*\*

Understood and agreed this \_\_\_\_ day of \_\_\_\_\_, 2017

**Michael M. Golightly & Associates, Inc.**

\_\_\_\_\_  
Michael M. Golightly  
President

**Bridgestone Bandag, LLC**  
535 Marriott Drive  
Nashville, TN 37214

# **FMV - MICHAEL M. GOLIGHTLY** **Flagstaff, AZ - Dealer 1038**

Prepared 4/9/17

QTY	ITEMS	MODEL	SERIAL NO	MFG DATE	FMV
1	Chamber	104	B-841	3/1/1974	\$ 5,000.00
1	Buffer	8120	96122R	8/16/1994	\$ 10,000.00
1	Builder	5120NW	841		\$ 3,000.00
1	NDI	7110	97230R	4/21/2005	N/A
TOTAL MAJOR BANDAG EQUIPMENT					\$18,000.00
MISCELLANEOUS BANDAG EQUIPMENT: These amounts are assuming equipment is in "good" condition; if not, use half of the dollar amount.					
				UNIT	FMV
1	Air Evacuation System	1190		\$400.00	\$400.00
1	Cushion Applicator	35		\$35.00	\$35.00
1	Extruder Gun w/Stand	1130		\$750.00	\$750.00
1	Extruder Gun, Nail Hole	1170		\$300.00	\$300.00
1	In-Process Monorail	Bandag		\$0.00	\$0.00
1	Spreader, Model 396	341/34		\$2,500.00	\$2,500.00
1	Stitcher	Bandag		\$200.00	\$200.00
1	Tread Bench	191		\$500.00	\$500.00
1	Tread Knife, Rotary (if not included in bldr price)			\$1,200.00	\$1,200.00
TOTAL MISCELLANEOUS BANDAG EQUIPMENT					\$5,885.00
TOTAL BANDAG EQUIPMENT					\$23,885.00
MISCELLANEOUS NON-BANDAG EQUIPMENT					
	None			\$0.00	
TOTAL MISCELLANEOUS NON-BANDAG EQUIPMENT					\$0.00
GRAND TOTAL EQUIPMENT					\$23,885.00

NOTES:

DISP.
Scrap
Return
Scrap
Scrap