

L08000081633

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

(Business Entity Name)

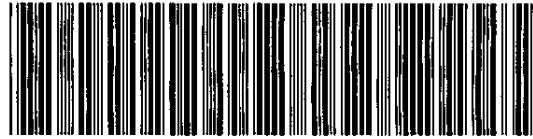
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Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Amend

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13 DEC -2 PM 3:37
CLERK OF STATE
TALLAHASSEE, FLORIDA

13 DEC 2 2013

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COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: BAKER REAL ESTATE, LLC
Name of Limited Liability Company

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

LODGE WEBER
Name of Person
Caprice Weber, Incorporated
Firm/Company
3080 NE 49th Street
Address
Fort Lauderdale, FL 33308
City/State and Zip Code
Lodge@LLWIII.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Lodge Weber at **954 494-7634**
Name of Person Area Code & Daytime Telephone Number

Enclosed is a check for the following amount:

- \$25.00 Filing Fee
- \$30.00 Filing Fee & Certificate of Status
- \$55.00 Filing Fee & Certified Copy (additional copy is enclosed)
- \$60.00 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed)

MAILING ADDRESS:
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

STREET/COURIER ADDRESS:
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF**

BAKER REAL ESTATE, LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on August 26, 2008 and assigned Florida document number L08000081633.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

The new name must be distinguishable and end with the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

3080 NE 49th Street
Fort Lauderdale, Florida 33308

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

3080 NE 49th Street
Fort Lauderdale, Florida 33308

FILED
13 DEC - 2 PM '08
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent: Lodge Weber
New Registered Office Address: 3080 NE 49th Street
Enter Florida street address
Fort Lauderdale, Florida 33308
City *Zip Code*

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 608, 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 Changing Registered Agent, Signature of New Registered Agent

If amending the Managers or Managing Members on our records, enter the title, name, and address of each Manager or Managing Member being added or removed from our records:

MGR = Manager
MGRM = Managing Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
MGRM	Caprice Weber	3080 NE 49th Street Fort Lauderdale, FL 33308	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove
MGRM	Pat Baker	3684 W. Wade Hampton Court Vero Beach, FL 32960	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
MGR	Lodge Weber	3080 NE 49th Street Fort Lauderdale, FL 33308	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove
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MANAGER STATE
TALLAHASSEE, FLORIDA

13 Add
DEC 12 Remove
PM 3:38

D. If amending any other information, enter change(s) here: (Attach additional sheets, if necessary.)

Caprice Weber from President to Managing Member and President

See attached "Amendment to the Operating Agreement"

See attached "Third Amendment to the Operating Agreement"

See attached "Fourth Amendment to the Operating Agreement"

Dated November 25, 2013

Caprice Weber

Signature of a member or authorized representative of a member

Caprice Weber

Typed or printed name of signee

Page 3 of 3

Filing Fee: \$25.00

FILED
13 DEC -2 PM 3:38
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AMENDMENT TO THE OPERATING AGREEMENT
ADMITTING ASSIGNEE OF INTEREST AS A MEMBER

THIS AMENDMENT ("Amendment") to the Operating Agreement of BAKER REAL ESTATE, LLC, a Florida limited liability company (the "Company"), is made effective as of the 1st day of December, 2010, by and among:

PAT BAKER (the sole "Member") and

BAKER REAL ESTATE FLORIDA HOLDINGS, INC., a Florida corporation (the "Assignee").

RECITALS:

A. Pat Baker was the sole Member and under the Operating Agreement for the Company dated April 1, 2009, the terms of which are incorporated herein by reference. Any proper nouns used in this Amendment which are not defined herein but are defined in the Agreement shall have the meanings respectively ascribed to them in the Operating Agreement.

B. The Assignee has acquired 100% interest in the Company from the Company, and shall be admitted as a Member.

C. The Operating Agreement is being modified as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties, intending to be legally bound, agree as follows:


1. **ADMISSION OF ASSIGNEE.** The Assignee is hereby admitted as a Member.
2. **AMENDMENT OF THE OPERATING AGREEMENT.** The Operating Agreement is hereby amended by deleting **Exhibit A** in its entirety and replacing it with **Exhibit A** attached hereto and incorporated by reference. Except as specifically set forth herein, the Operating Agreement is hereby ratified and affirmed.
3. **CONSENT TO THE OPERATING AGREEMENT BY ASSIGNEE.** The Assignee hereby consents to and agrees to be bound by all terms of the Operating Agreement, as amended by this Amendment.
4. **CONFLICTING TERMS.** Wherever the terms and conditions of this Amendment and the terms and conditions of the Operating Agreement conflict, the terms of this Amendment shall be deemed to supersede the conflicting terms of the Operating Agreement.

5. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures sent by facsimile or other electronic means shall constitute originals.

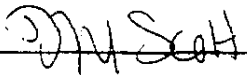
IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

WITNESS:




_____ PAT BAKER

BAKER REAL ESTATE FLORIDA
HOLDINGS, INC., a Florida corporation




By: 
_____ Pat Baker, President

EXHIBIT A

To

BAKER REAL ESTATE, LLC

OPERATING AGREEMENT

<u>Name and Address of Members</u>	<u>Capital Contribution</u>	<u>Percentage Interest</u>
Baker Real Estate Florida Holdings, Inc. 3684 W. Wade Hampton court Lecanto, FL 34461	\$	100%

THIRD AMENDMENT TO THE OPERATING AGREEMENT

ADMITTING ASSIGNEE OF INTEREST AS A MEMBER

THIS AMENDMENT ("Amendment") to the Operating Agreement of BAKER REAL ESTATE, LLC, a Florida limited liability company (the "Company"), is made effective as of November 21, 2013, by and among:

BAKER REAL ESTATE FLORIDA HOLDINGS, INC., a Florida corporation (the sole "Member") and

CAPRICE WEBER, P.A., a Florida corporation (the "Assignee").

RECITALS:

A. BAKER REAL ESTATE FLORIDA HOLDINGS, INC., a Florida corporation, is the sole Member under the Operating Agreement for the Company dated April 1, 2009, and any and all amendments thereto ("Operating Agreement"), the terms of which are incorporated herein by reference. Any proper nouns used in this Amendment which are not defined herein but are defined in the Agreement shall have the meanings respectively ascribed to them in the Operating Agreement.

B. The Assignee has acquired 100% interest in the Company from the Company, and shall be admitted as a Member.

C. The Operating Agreement is being modified as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties, intending to be legally bound, agree as follows:

1. **ADMISSION OF ASSIGNEE.** The Assignee is hereby admitted as a Member.
2. **AMENDMENT OF THE OPERATING AGREEMENT.** The Operating Agreement is hereby amended by deleting **Exhibit A** in its entirety and replacing it with **Exhibit A** attached hereto and incorporated by reference. Except as specifically set forth herein, the Operating Agreement is hereby ratified and affirmed.
3. **CONSENT TO THE OPERATING AGREEMENT BY ASSIGNEE.** The Assignee hereby consents to and agrees to be bound by all terms of the Operating Agreement, as amended by this Amendment.

4. **CONFLICTING TERMS.** Wherever the terms and conditions of this Amendment and the terms and conditions of the Operating Agreement conflict, the terms of this Amendment shall be deemed to supersede the conflicting terms of the Operating Agreement.

5. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures sent by facsimile or other electronic means shall constitute originals.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

WITNESS:

DM Scott

BAKER REAL ESTATE FLORIDA
HOLDINGS, INC. a Florida corporation

By: Pat Baker
Pat Baker, President

CAPRICE WEBER, P.A.,
a Florida corporation

By: _____
Caprice Weber, President

THIRD AMENDMENT TO THE OPERATING AGREEMENT

ADMITTING ASSIGNEE OF INTEREST AS A MEMBER

THIS AMENDMENT ("Amendment") to the Operating Agreement of BAKER REAL ESTATE, LLC, a Florida limited liability company (the "Company"), is made effective as of NOVEMBER 21, 2013, by and among:

BAKER REAL ESTATE FLORIDA HOLDINGS, INC., a Florida corporation (the sole "Member") and

CAPRICE WEBER, P.A., a Florida corporation (the "Assignee").

RECITALS:

A. BAKER REAL ESTATE FLORIDA HOLDINGS, INC., a Florida corporation, is the sole Member under the Operating Agreement for the Company dated April 1, 2009, and any and all amendments thereto ("Operating Agreement"), the terms of which are incorporated herein by reference. Any proper nouns used in this Amendment which are not defined herein but are defined in the Agreement shall have the meanings respectively ascribed to them in the Operating Agreement.

B. The Assignee has acquired 100% interest in the Company from the Company, and shall be admitted as a Member.

C. The Operating Agreement is being modified as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties, intending to be legally bound, agree as follows:

1. **ADMISSION OF ASSIGNEE.** The Assignee is hereby admitted as a Member.

2. **AMENDMENT OF THE OPERATING AGREEMENT.** The Operating Agreement is hereby amended by deleting **Exhibit A** in its entirety and replacing it with **Exhibit A** attached hereto and incorporated by reference. Except as specifically set forth herein, the Operating Agreement is hereby ratified and affirmed.

3. **CONSENT TO THE OPERATING AGREEMENT BY ASSIGNEE.** The Assignee hereby consents to and agrees to be bound by all terms of the Operating Agreement, as amended by this Amendment.

4. **CONFLICTING TERMS.** Wherever the terms and conditions of this Amendment and the terms and conditions of the Operating Agreement conflict, the terms of this Amendment shall be deemed to supersede the conflicting terms of the Operating Agreement.

5. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures sent by facsimile or other electronic means shall constitute originals.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

WITNESS:

BAKER REAL ESTATE FLORIDA
HOLDINGS, INC., a Florida corporation

By: _____
Pat Baker, President



CAPRICE WEBER, P.A.,
a Florida corporation

By: Caprice Weber
Caprice Weber, President 11.21.13

EXHIBIT A

To

BAKER REAL ESTATE, LLC

OPERATING AGREEMENT

<u>Name and Address of Members</u>	<u>Capital Contribution</u>	<u>Percentage Interest</u>
Caprice Weber, P.A. 3080 NE 49 th Street Fort Lauderdale, FL 33308	\$	100% <i>W</i>

**FOURTH AMENDMENT
TO LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR
BAKER REAL ESTATE, LLC**

THIS AMENDMENT is made and entered into this 21st day of November 2013, by CAPRICE WEBER, P. A., sole Member of BAKER REAL ESTATE, LLC, a Florida limited liability company ("Company"), to amend that certain Operating Agreement dated April 1, 2009 ("Agreement").

WHEREAS, Recital Paragraph #1 of the Third Amendment of the Agreement designates CAPRICE WEBER, P.A. as sole Member of the Company; and

WHEREAS, Caprice Weber being sole Member wishes to designate herself as Manager of the Company due to her involvement with the day to day operations; and

WHEREAS, The need exists to appoint an additional Manager for the sole purpose of opening and maintaining deposit accounts and services with CHASE and any other financial institutions designated by the Company; and

WHEREAS, Lodge Weber is familiar with the operations of the Company and active in said entity on an ongoing basis.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. The Operating Agreement for Baker Real Estate, LLC, is hereby amended to provide for the appointment of CAPRICE WEBER as Managing Member of the Company; and
2. The Operating Agreement for Baker Real Estate, LLC, is hereby amended to provide for the appointment of LODGE WEBER as Manager of the Company for the purpose of opening and maintaining deposit accounts and services, including check signing authority, with CHASE and any other financial institutions designated by the Company; and
3. Any of the Managers of the Company, including CAPRICE WEBER, and LODGE WEBER, shall have authorization to act on behalf of the Company with respect to opening and maintaining deposit accounts and services, including check signing authority, with CHASE and any other financial institutions designated by the Company; and

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Operating Agreement as of the day and year first of above written.

BAKER REAL ESTATE, LLC,
A Florida Limited Liability Company

By: Caprice Weber
CAPRICE WEBER, P.A. Managing Member

By: Lodge Weber
LODGE WEBER, Manager