

LO9 000 028 983

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

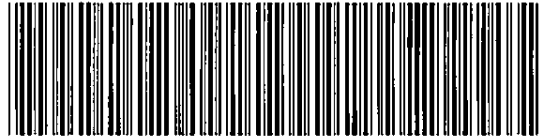
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



100432741401

07/10/21 -01019 -012 +25.30

FILED
24 JUL 10 AM 6:00
JUL 10 2021

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: VANTAGE PROFESSIONAL SERVICES, 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:

GYONGYOSI, IMRE

Name of Person

VANTAGE PROFESSIONAL SERVICES, LLC

Firm/Company

13708 ANTLE POINT DR

Address

TAMPA, FL 33626

City/State and Zip Code

IMRE@VPS-USA.US

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Name of Person at (_____) _____
Area Code Daytime Telephone Number

Enclosed is a check for the following amount:

- | | | | |
|--|--|--|--|
| <input checked="" type="checkbox"/> \$25.00 Filing Fee | <input type="checkbox"/> \$30.00 Filing Fee &
Certificate of Status | <input type="checkbox"/> \$55.00 Filing Fee &
Certified Copy
(additional copy is enclosed) | <input type="checkbox"/> \$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 Address:

Registration Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

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

VANTAGE PROFESSIONAL SERVICES, 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 03/25/2009 and assigned
Florida document number L09000028983.

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 contain 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)

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

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:

New Registered Office Address:

Enter Florida street address

City, *Florida* *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 605, 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

MGR = Manager
AMBR = Authorized Member

AMBR = Authorized Member

[illegible]

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

[illegible]

E. Effective date, if other than the date of filing: 01/01/2024 (optional)
(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)
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.

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of: (b) The 90th day after the record is filed.

Dated 06/11/2024

Signature of a member or authorized representative of a member

IMRE GYONGYOSI

Typed or printed name of signee

Filing Fee: \$25.00

****OWNERSHIP TRANSFER AGREEMENT****

****This Ownership Transfer Agreement ("Agreement")** is made and entered into as of 01/01/2024, by and between the following parties:**

1. Imre Gyongyosi residing at 13708 Antler Point Dr. Tampa, FL, 33626 ("Transferee"), and
2. Benczo Laszlo residing at Hollos u. 14., Debrecen Hungary, 4031 ("Transferor").

Collectively referred to as the "Parties."

****RECITALS:****

WHEREAS, Vantage Professional Services #L09000028983 a Limited Liability Company organized and existing under the laws of the State of Florida ("Company"), was formed on 03/25/2009 and is governed by the Operating Agreement dated 05/01/2009 (the "Operating Agreement");

WHEREAS, the Transferor owns 50% of the membership interests in the Company;

WHEREAS, the Transferee owns 50% of the membership interests in the Company;

WHEREAS, the Transferor desires to transfer, assign, and convey to the Transferee, and the Transferee desires to accept and acquire from the Transferor, the Transferor's entire 50% membership interest in the Company, thereby making the Transferee the sole owner of the Company;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

****1. Transfer of Membership Interest****

1.1 ****Transfer:**** The Transferor hereby transfers, assigns, and conveys to the Transferee all of the Transferor's right, title, and interest in and to the Transferor's 50% membership interest in the Company (the "Transferred Interest").

1.2 ****Acceptance:**** The Transferee hereby accepts the Transferred Interest and agrees to be bound by the terms and conditions of the Operating Agreement as the sole member of the Company.

****2. Consideration****

2.1 ****Purchase Price:**** In consideration for the Transferred Interest, the Transferee agrees to pay the Transferor the sum of 0 Dollars (\$0) (the "Purchase Price").

2.2 ****Payment Terms:**** Not applicable.

****3. Representations and Warranties****

3.1 ****Authority:**** Each Party represents and warrants that it has the full legal right, power, and authority to enter into and perform this Agreement and to transfer the interests being transferred hereunder.

3.2 ****No Encumbrances:**** The Transferor represents and warrants that the Transferred Interest is free and clear of any liens, encumbrances, security interests, or other claims.

****4. Amendment to Operating Agreement****

4.1 ****Amendment:**** The Parties agree that the Operating Agreement shall be amended to reflect the Transferee as the sole member of the Company. The Transferee shall have the authority to make any necessary amendments to the Operating Agreement to effectuate this transfer.

****5. Miscellaneous****

5.1 ****Governing Law:**** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

5.2 ****Entire Agreement:**** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

5.3 ****Counterparts:**** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

5.4 ****Binding Effect:**** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have executed this Ownership Transfer Agreement as of the day and year first above written.

****[Transferor's Name]****

Signature: Heidi Bence

Date: 06-01-2024

****[Transferee's Name]****

Signature: [Signature]

Date: 6/1/2024