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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

APR 21 2015

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: CENTRAL REALTY GROUP AND PROPERTIES 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:

GEORGE C DAHL

Name of Person

CENTRAL REALTY GROUP AND PROPERTIES LLC

Firm/Company

12250 MENTA STREET SUITE 105

Address

ORLANDO, FL 32837

City/State and Zip Code

RGBOOKKEEPING@AOL.COM

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

For further information concerning this matter, please call:

GEORGE C DAHL

407 309-0367
at ()

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**

CENTRAL REALTY GROUP AND PROPERTIES 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 03/26/2009 and assigned
Florida document number L09000029648.

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)

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

Florida

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 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

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

MGR = Manager

AMBR = Authorized Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
_____	_____	_____	<input type="checkbox"/> Add
		_____	<input type="checkbox"/> Remove

_____	_____	_____	<input type="checkbox"/> Add
		_____	<input type="checkbox"/> Remove

_____	_____	_____	<input type="checkbox"/> Add
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 WASHINGTON, D.C. 20520

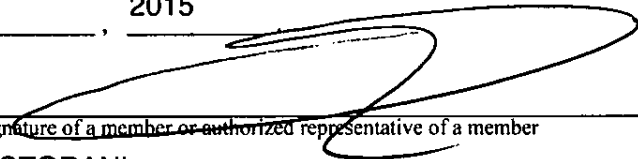
D. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

FINAL PARTNERSHIP AGREEMENT, AS ATTACHED

E. Effective date, if other than the date of filing: _____ (optional)

(The effective date must be specific, cannot be prior to date of receipt or filed date and cannot be more than 90 days after the date this document is filed by the Florida Department of State)

Dated APRIL 3, 2015



Signature of a member or authorized representative of a member

BERNARDINO J CASTORANI

Typed or printed name of signee

Page 3 of 3

Filing Fee: \$25.00

FILED
15 APR -6 AM 11:59
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PARTNERSHIP AGREEMENT

THIS PARTNERSHIP AGREEMENT is made this 15th day of October 2014 by and between the following individuals.

First Member Information

Bernardino J. Castorani
12250 Menta Street, Suite # 105
Orlando, FL 32837

Second Member Information

Johnny Alexander Hernandez Valdivia
12250 Menta Street, Suite # 105
Orlando, FL 32837

NATURE OF BUSINESS. The use of existing CENTRAL REALTY GROUP AND PROPERTIES LLC for the Purchase, Rental, Sale, property improvements and management of Real Estate, both commercial and residential and any other legal business agreed upon by both partners.

CAPITAL CONTRIBUTION. The value of the existing CENTRAL REALTY GROUP AND PROPERTIES LLC is set at \$ 800,000 (eight hundred thousand dollar).

Mr. Castorani will provide and invest his business structure of his existing company, as his \$ 400,000 contribution, and will receive 50% of the company shares.

Mr. Hernandez Valdivia will provide a total of U\$400,000 capital investment and receive 50% of company shares.

The amount due is as follows and deposited to the company account - \$25,000 received from Mr. Hernandez on October 14, 2014 to pay for all start-up and negotiation cost of the partnership. This amount is not refundable as it is an administrative cost and used for all start up cost.

An additional amount of \$375,000 will be due and paid with the signature of this partnership agreement. Mr. Hernandez Valdivia will purchase 50% of the company shares with these payments. Of this amount, \$100,000 was paid on October 24, 2014 and \$275,000 was paid on October 31, 2014.

The name CENTRAL REALTY GROUP AND PROPERTIES LLC is and will continue to be the property of Mr. Bernardino J. Castorani who has the trademark of said name.

In case of dissolution or closing of this partnership, for any reason, the company name with its full rights and use will continue to be owned by Mr. Castorani.

DAY-TO-DAY OPERATIONS. The partners have elected to have Johnny Alexander Hernandez Valdivia control the operations on a day-to-day basis and make decisions about the operation of the business and the hiring and management of staff and independent contractors. Mr. Hernandez will have the right to bind the company in legal agreements and expend funds to providers and vendors.

Both partners will receive an equal monthly salary (to be agreed by both members) for services rendered to the partnership.

Both partner will have the equal right to sign checks for operating costs, expenses, cash outlay (with prior notification to and agreement of the other partner) and both must agree in the use and distribution of profits.

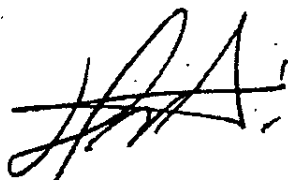
TERM/TERMINATION. The terms of this agreement shall be for a period no less than 5 years (60 months from initiation) with option to extend. Should the partnership be terminated by unanimous vote, the assets and cash of the partnership shall be used to pay all creditor and outstanding loans with the remaining amounts to be distributed to the partners according to their proportionate shares.

DISPUTES. The partnership agreement shall be governed by the laws of the State of Florida. Any disputes arising between both partners as a result of this agreement shall be settled by arbitration in accordance the rules of the American Arbitration Association and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

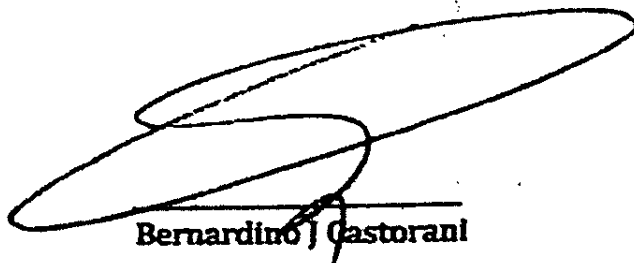
WITHDRAWAL/DEATH OF A PARTNER. In the event either partner withdraws or retires from the partnership for any reason, including death, the remaining partner may continue to operate the partnership. The withdrawing partner, if feasible, shall be obligated to give prior written notice of ninety (90) days of his intention to withdraw or retire and shall be obligated to sell any interest in the partnership. The remaining partner shall pay the withdrawing or retiring member or to their legal representative of the deceased or disabled partner the value of his interest in the partnership, or the sum of his capital account within six (6) months of his retirement or death, (b) any unpaid loans or profits due to him, (c) his proportionate share of accrued net profits remaining undistributed in his capital account.

NON-COMPETE AGREEMENT. A partner who retires or withdraws from the partnership shall not directly or indirectly engage in a business which is or which would be competitive with the existing or then anticipated business of the partnership for a period of three (3) years in all and any State where the partnership is currently doing or planning to do business.

IN WITNES WHEREOF, the partners have duly executed this Agreement on the day and year set forth hereinabove.

A handwritten signature in black ink, appearing to be 'JAH', written over a horizontal line.

Johnny Alexander Hernandez Valdivia

A large, stylized handwritten signature in black ink, written over a horizontal line.

Bernardino J. Castorani