

L11 000029297

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

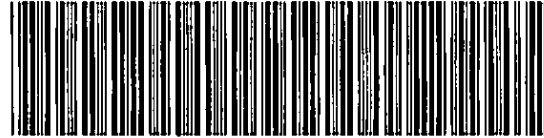
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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FEB 12 2021
S. YOUNG

2021 JAN -4 PM 6:17
FILED

FOUNDERS
WEALTH
MANAGEMENT
AND PLANNING

Owen Schrum, CIMA®
President
3940 Lewis Speedway
Suite 2201
St. Augustine, FL 32084

tel 904.825.0422
cell 904.806.0417
toll free 888.963.0363
fax 800.420.3046

December 30, 2020

Re: Dogwood Investment Partners, LLC

Agent Name: Owen Schrum

We are on Sunbiz under L11000029297

Submitting the Cover Page, Filing fee check in amount of \$25.00

Along with the AMENDMENT.

Please do not hesitate to contact our office 904-825-0422 with any questions or should

You require any additional information.

Respectfully,

Owen Schrum

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: DOGWOOD INVESTMENT PARTNERS, 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:

OWEN SCHRUM

Name of Person

DOGWOOD INVESTMENT PARTNERS, LLC

Firm/Company

3940 LEWIS SPEEDWAY, SUITE 2201

Address

ST. AUGUSTINE, FL 32084

City/State and Zip Code

owenschrum@outlook.com

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

For further information concerning this matter, please call:

OWEN SCHRUM OR MARY ATKINSON

904

825-0422

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 Address:

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

2021 JAN -4 PM 6:17
CHIEF

**THIRD AMENDMENT AND ADDENDUM TO
THE LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF DOGWOOD INVESTMENT PARTNERS**

I, Owen Schrum, the sole member of Dogwood Investment Partners, hereby resolve and confirm that this **THIRD AMENDMENT AND ADDENDUM TO THE LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF DOGWOOD INVESTMENT PARTNERS**, effective December 29, 2020 ("**Amendment**"), amends and adds to the Florida limited liability company's operating agreement, initially entered into on April 28, 2011 and including any and all amendments and additions thereto executed prior to this Amendment (collectively the "**Operating Agreement**").

1. AMENDMENTS AND ADDITIONS. The changes and additional terms to the Operating Agreement are as follows:

- a. All references to member names, their capital contribution, and their company interest and ownership in the Operating Agreement are amended according to the "Amended Membership Composition, Capital Contributions, And Units" attached hereto. All new members understand and agree to be bound by all terms and provisions of the Operating Agreement of Dogwood Investment Partners and all amendments and additions thereof. All new members accept the terms and conditions of their admission agreement, if one exists.
- b. "Article 1 Section 2" of the Operating Agreement is amended to read as follows:

Owen Schrum 100% Ownership
- c. All other provisions of the Operating Agreement will remain in effect, and all the foregoing amendments and additions are incorporated in the Operating Agreement.

2. ENTIRE AGREEMENT. Each party expressly acknowledges and agrees that it has not made and is not relying on any warranties, representations, promises, or statements, except to the extent that they are expressly set forth in the Operating Agreement or this Amendment. It is understood and agreed that all understandings and agreements of the parties are merged into the Operating Agreement, as modified by this Amendment, which alone fully and completely expresses the parties' agreement.

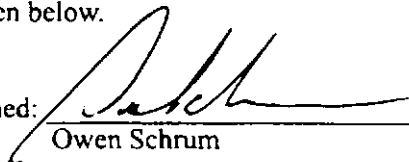
3. INCONSISTENT TERMS. Any terms in the Operating Agreement that are inconsistent or conflict with the terms of this Amendment will be null and void, with the terms of this Amendment controlling and prevailing in all instances.

4. **SEVERABILITY.** If any provision of this Amendment or the application thereof is held to be invalid or unenforceable for any reason and to any extent, that provision will be considered removed from this Amendment; however, the remaining provisions will continue to be valid and enforceable according to the intentions of the parties and to the maximum extent permitted by law. If it is held that any provision of this Amendment is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
5. **COUNTERPARTS; ELECTRONIC SIGNATURE.** This Amendment may be executed in counterparts, including by facsimile, email, or other electronic delivery, each an original but all considered part of one Amendment. Electronic signatures placed upon counterparts of this Amendment by a party or their approved agent will be considered valid representations of that party's signature.

MEMBER SIGNATURE PAGE

By signing this Member Signature Page the undersigned member hereby executes the Third Amendment and Addendum to the Limited Liability Company Operating Agreement of Dogwood Investment Partners effective as of December 29, 2020 and understands and agrees to be bound by all terms and provisions thereof.

IN WITNESS WHEREOF, the undersigned member hereby executes the Amendment effective as of the date set forth herein by executing this Member Signature Page as of the date written below.

Signed:  Dated: 12/29/20
Owen Schrum

Address: 3940 Lewis Speedway Ste 2201
St Augustine FL 32080

**AMENDED MEMBERSHIP COMPOSITION, CAPITAL
CONTRIBUTIONS, AND UNITS
DECEMBER 29, 2020**

Member Name	Capital Contribution	Capital Value	Units	Company Interest
Owen Schrum	Gift of 15% Ownership and Capital Interest from Blair Schrum/Gallatin Ventures	\$		100%

Total units = 0

INSTRUCTIONS FOR YOUR THIRD AMENDMENT AND ADDENDUM TO THE LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF DOGWOOD INVESTMENT PARTNERS

From time to time, your LLC's fundamental structure as set out in your initial operating agreement will need to change. This LLC operating agreement amendment allows you to make those changes and update your LLC's operating agreement to accurately represent the organization's new operational structure. Since an amendment naturally references the document it is changing, you should have your existing operating agreement and any previous amendments readily available to reference when you complete this form.

Agreement Dates

This amendment begins by referencing the initial operating agreement and all previous amendments to the operating agreement. The purpose of the reference is to clearly identify the correct documents being updated. This is particularly important when there are multiple versions of the operating agreement or various prior amendments to the operating agreement. It may lead to confusion if these versions are not carefully organized.

To identify the original form of the operating agreement being amended, select the date your initial operating agreement was entered into in the "Effective Date of Original Agreement" field. Then, determine and select the date this amendment will go into effect in the "Effective Date of This Amendment" field.

The amendment number, in addition to the effective dates selected, chronologically tracks the order of changes and developments in your LLC's operating agreement. If this is the first time you are amending the operating agreement, then select "1" for the amendment number. If there have been prior amendments to the operating agreement, then select the number after your most recent amendment for the amendment number. For example, if there have already been two prior amendments, then you would select "3" because this is the third amendment of the operating agreement.

Specific Amendments

The LLC's membership and its associated ownership interest in the LLC operating agreement should always be kept up to date. Instead of making confusing piecemeal changes to your document, LegalNature's LLC operating agreement amendment is designed to gather all membership information in one place for a clear overview of the LLC's ownership structure. If

you are making membership and ownership interest changes, then make sure to enter all members, their respective contributions, and their respective ownership interests when this amendment goes into effect. Include all newly admitted members and exclude the information for any members that have been removed.

Similarly, if there have been any changes to the managers, such as adding new managers, removing old managers, or updating a manager's name, then make sure to enter the complete names of all managers. Exclude any managers that have been removed from their post.

General Amendments

For amendments unrelated to the members' ownership interests or the managers' names, make your amendment changes in the "General Amendments" section.

Identify the section being amended from the current operating agreement in the "Section Being Amended" field. This could be a specific section such as "Section 1," "Article 10.3," or "paragraph 3," or this could be a section heading such as "Members' Individual Obligations." Your answer should include as much detail as is necessary to enable a third party (e.g. an attorney, a member, or manager) to locate the referenced section being amended.

Describe exactly how the section being amended should be changed in the "New Text" field. Enter the text that you want to replace the old language with. If you simply wish to remove language from the operating agreement, enter "[Intentionally Blank]" to indicate that the referenced section is intentionally removed.

Finals Steps

Every LLC member and manager (if any) needs to review and sign a separate signature page in order to acknowledge that they understand and accept the changes. Each party should consult with an independent attorney or financial advisor if questions should arise. The LLC may also choose to require that each signature be notarized. However, there is no legal requirement for the signatures to be notarized. Distribute copies of the final executed document to all parties and include all signature pages.

A designated representative of the company should gather all the signature pages and place this amendment with the LLC's operating agreement. As with all important company documents, LegalNature recommends that any hard copies be stored at the business's headquarters. Electronic copies of the documents should be stored in a safe location and also be accessible by the company's record keepers and owners.

If the LLC filed its operating agreement with the formation state, you should check back with

your state to file a copy of this amendment as well.

If your LLC is adding new members, it is advisable for the current LLC members to enter into an LLC membership admission agreement with the new members to ensure everyone is on the same page on how the LLC will operate. Additionally, adding new members may result in changes to your LLC's state articles of organization filings, updates to your Employer Identification Number, and additional filings with the Securities and Exchange Commission. LegalNature's LLC membership admission agreement can help your LLC easily induct a new member into your LLC.