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(Requestor's Name)

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(City/State/Zip/Phone #)

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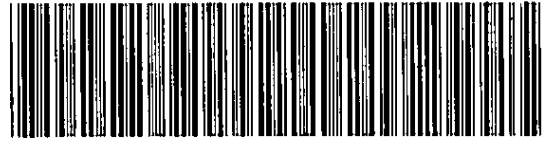
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COVER LETTER

**TO: Registration Section
Division of Corporations**

PAUL SANTOS, PLLC

SUBJECT: _____
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:

PAUL SANTOS

Name of Person

PAUL SANTOS, PLLC

Firm/Company

5342 CLARK RD, SUITE 1136

Address

SARASOTA, FL. 34233

City/State and Zip Code

AGENTPAULRE@GMAIL.COM

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

For further information concerning this matter, please call:

PAUL SANTOS

941 914-7538

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

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

PAUL SANTOS, PLLC

(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 01/12/2022 and assigned Florida document number 122000026507.

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

_____, 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

PAUL SANTOS, PLLC

ARTICLES

1. **Name.** The name of this professional limited liability company is Paul Santos, PLLC.

2. **Principal Address.** The principal address of this professional limited liability company is 5342 Clark Road, Suite 1136, Sarasota, Florida 34233.

3. **Statutory Agent.** The statutory agent for this professional limited liability company is Paul Santos. The street address and the mailing address of the statutory agent is 5342 Clark Road, Suite 1136, Sarasota, Florida 34233.

4. **Form of Management.** Management of the professional limited liability company is vested in a Manager or Managers.

5. **Managers.** The name and address of the Manager of this professional limited liability company at the time of formation are: Paul Santos, 5342 Clark Road, Suite 1136, Sarasota, Florida 34233.

6. **Members.** The name and address of the only Member who owns a twenty percent or greater interest in the capital or profits of this professional limited liability company at the time of formation are: Paul Santos, 5342 Clark Road, Suite 1136, Sarasota, Florida 34233.

7. **Purpose.** The sole purpose of the professional limited liability company is to render professional real estate services only.

8. **Indemnification of Members and Managers.** The limited liability company must indemnify its member and managers as provided in the Operating Agreement signed by all of the members.

9. Requirement to be an Initial Member of the Company. The initial members of this Company are the members named in the Section above entitled "Members" and any other members who satisfy one of the following conditions for membership:

a. The member is identified in an Operating agreement signed by Members who collectively own a majority of the membership interests and the member signs the Company's Operating Agreement or an attorney-in-fact signs the Operating Agreement on the behalf of the member.

b. The member identified as a member in a written statement certified by each manager named in the Company's initial Articles of Organization filed with the Florida Division of Corporations and the member signs the Company's Operating Agreement signed by Members who collectively own a majority of the membership interests or an attorney-in-fact signs the Operating Agreement signed by Members who collectively own a majority of the membership interests on behalf of the member.

10. Requirement to Become a Member Other than an Initial Member. After this Company's initial Articles of Organization are filed, a person, entity or trust may be admitted as an additional member if all of the following requirements are ratified:

a. The person, entity or trust satisfies all requirements for membership contained in the Company's Operating Agreement, and

b. The person, entity or trust signs the Company's Operation agreement that is also signed by the Members who collectively own a majority of the membership interests.

11. Option to Expel a Member. The members have an option to expel any member subject to the terms and conditions for expulsion set forth in the Company's Operating Agreement.

12. Option to Expel a Party Named in the Articles of Organization. If a person, entity or trust is named as a member in the Articles of Organization filed with the Florida Division of Corporations and that person, entity or trust fails to sign the Company's Operating agreement (a "**Non-Signing Party**") the Adverse Member or Members shall have the option to expel the Non-Signing Party and terminate the Non-Signing Party's entire membership interest in the Company. A Non-Signing Party

includes any person, entry or trust that was to be a member, but was not named as a member in the Company's Articles of Organization, but who did not sign the Company's Operating Agreement. The Adverse Member or Members are any of the following: (i) a Member or Members who own more than fifty percent of the Membership Interests in the Company, (ii) any Member who has invested more than \$5,000 into the Company as a capital contribution or a loan, and (iii) a person who works more than thirty hours a week for the Company for more than one month. If more than one Adverse Member exists and they do not agree on expelling the Non-Signing Member this Section shall not apply. If the Adverse Member or Members give written notice to the Non-Signing Party that the Non-Signing must sign the Company's Operating agreement within ten days of the date of receipt of the notice or the Non-Signing Party and the Non-Signing Party does not sign the Operating Agreement before the expiration of the deadline then the Non-Signing Party shall automatically at the expiration of the ten day period cease to be a member of the Company and forfeit all rights arising from being a member of the Company and the Non-Signing Party shall not be entitled to any compensation.

13. Limitations on Limited Liability Company Action. The professional limited liability company, the members and managers may not take any of the following actions, except as authorized by the appropriate provisions of the limited liability company's Operating agreement signed by all of the members:


- a. Alter any purpose for which the limited liability company was formed.
- b. Change the life of the limited liability company from perpetual to a shorter term.
- c. Admit any member who is not listed in the original Articles of Organization filed with the Florida Division of Corporations to form the limited liability company.
- d. Require any member to contribute money or property to the limited liability company.
- e. Withdraw any capital contributions made to the limited liability company.
- f. Change the percentage of interests of any member in the profits, losses, distributions and ownership of the limited liability company.

- g. Alter the allocations of profits, losses or distributions to any member.
- h. Alter the accounting method adopted by the limited liability company.
- i. Vote on any issue affecting the limited liability company, a member or a manager.
- j. Elect or remove any manager.
- k. Engage in any action that requires the approval of the members.
- l. Engage in any action that is expressly prohibited in the Operating Agreement.
- m. Transfer all or portion of the member's interest in the limited liability company. Any attempt to transfer all or any portion of a member's interest in the limited liability company that does not comply with the applicable provisions in the Operating Agreement will be null and void. An assignee of all or a portion of a member's interest in the limited liability company will not become a member of the limited liability company or have any rights to participate in the management or the affairs of the limited liability company except as provided in the Operating Agreement. Assignees specifically waive any rights to become a member of the limited liability company that may be provided pursuant to Florida Revised Statutes Section 608.432.
- n. Allow a member to retire or withdraw voluntarily as a member.
- o. Assign all or any portion of a member's interest in the limited liability company.
- p. Dissolve the limited liability company.

Notwithstanding anything herein to the contrary, this paragraph will be effective only after all of the members sign the Operating Agreement.

The person signing below declares and certifies under penalty of law that the information contained within this document together with any attachments is true and correct, and is submitted in compliance with Florida law.

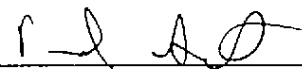
Dated: January 26, 2022



Paul Santos

CONSENT OF STATUTORY AGENT

Paul Santos, a permanent Florida resident, having been designated to act as Statutory Agent hereby consents to act in that capacity until removed by the limited liability company or resigning in accordance with the Florida Revised Statutes.



Paul Santos