

L24000170454

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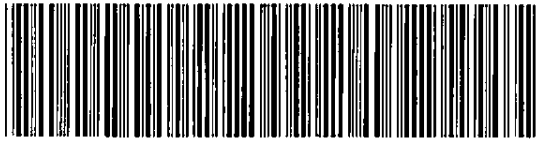
(Business Entity Name)

(Document Number)

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**Sharpe Investments, LLC
141 Sandollar Drive
Panama City Beach, Florida 32408**

April 17, 2024

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

RE: Articles of Amendment to Articles of Organization of Sharpe Investments, LLC

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

Please return all correspondence concerning this matter to the following:

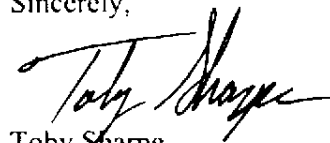
Toby Sharpe
Sharpe Investments, LLC
Post Office Box 9003
Panama City Beach, FL 32417

For further information concerning this matter, please call Dorothy Hubbard, at 903-569-6960.

Enclosed is a check in the amount of \$60.00 for the filing fee, certificate of status and certified copy.

Thank you for your assistance in this matter.

Sincerely,



Toby Sharpe
Managing Member

**Article of Amendment
To
Articles of Organization
Of
Sharpe Investments, LLC
A Limited Liability Company Under The Laws of
The State Of Florida**

The Articles of Organization for this Limited Liability Company were filed on April 10, 2024, Florida Document Number L24000170454.

This Amendment is submitted to amend the Articles of Organization to reflect the single member LLC status and to designate operating authority within the Articles of Organization.

1. The Name of this limited liability company shall be **Sharpe Investments, L.L.C. with an effective date of April 10, 2024.**
2. The purpose of this LLC is to engage in the transactions of any lawful business permitted under the laws of the State of Florida, including but not limited to real estate investment purchasing, reselling and renting of properties.
 - a. Borrow Money. To borrow money and to evidence the same by notes or other evidence of indebtedness and to secure the same by mortgage, deed of trust, pledge or other lien or security interest in furtherance of any and or all of the purpose of the Company.
 - b. Make Contracts. To enter into, perform and carry out contracts and agreements necessary, appropriate or incidental to the accomplishment of the purposes of the Company.
 - c. Miscellaneous. To do any other acts and things that may be necessary, appropriate or incidental to the carrying out of the business and purposes of the Company, subject to the terms and conditions of an Operating Agreement.
3. Profits Losses and Distributions.
 - a. Profits and Losses. All profits and losses derived from the Company, and each item of income, gain, loss, deduction and credit entering into the computation thereof, shall be allocated among the Members in accordance with their respective percentage interests in the Company. The initial respective interest is as follows:

Initial Member: Toby Sharpe Respective Interest: 100%

- b. Cash Distributions. All distributions of cash or property by the Company to the Members shall be made according to their respective percentage interests in the Company in such amounts and at such times as shall be determined by the Members in their absolute discretion.
4. Loans by Members to the Company. If any of the Members shall make an advance to the Company of money under a loan, with and only with the consent of all the Members, the principal and interest under any such loan shall be fully paid before any distribution of funds is made to the Members under the provisions of this Operating Agreement. Should any of the Members lend the Company funds under this provision, such Member shall be deemed a general creditor of the Company and not a Member for the limited purpose of receiving the interest and principal on any such loan.
5. The Company books, in which shall be entered fully and accurately each transaction of the Company, shall be maintained by the Members at the office of the Company in accordance with the LLC Act. In addition, the Company shall maintain at its office the following records: (a) a current list of the full name and last known address of each Member, and each Manager; (b) a copy of the filed Articles of Organization and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any documents have been executed pursuant to the LLC Act; (c) copies of the Company's federal, state and local income tax returns and reports for the three most recent years; (d) the books shall be closed and balanced at the end of each accounting year. Adequate reserves may be established, if needed, for annual accounting and legal fees, real estate taxes, insurance, and other items for which reserves should be established upon advice of accountants.
 - a. Annual Accounts. The business of the Company shall be conducted on a calendar year basis and on the year-ending date a general accounting shall be taken of the assets and liabilities of the Company, and of all other dealings and transactions of the same during the then preceding year.
6. The street location and mailing address of the **initial registered office** shall be:
 - a. **Post Office Box 9003, Panama City Beach, Florida 32417**
 - b. **Street Address: 141 Sandollar Drive, Panama City Beach, Florida 32408**
7. The **initial registered agent** at the above location and address shall be

Toby Sharpe

8. This LLC shall be managed by a manager: **The initial manager shall be**

Toby Sharpe

9. The Company shall not be expanded to include additional Members unless the existing Member(s) consent in writing. Existing Members may take in new or additional Members upon such terms and conditions as they may find advisable or agreeable, and the percentage interest of each new or additional Member shall be taken from the existing Members hereto in such amounts and in such fashion as be agreed upon by the parties.
10. In the event of dissolution of this LLC, the assets are to be liquidated and disbursement of the proceeds to be paid in the following order: (1) Creditors and Vendors, (2) Lease payments and rentals, and (3) reimbursements to current and terminated members pro rata.

Toby Sharpe
Organizer
141 Sandollar Drive
Panama City Beach, Florida 32408