

L24000438785

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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(Business Entity Name)

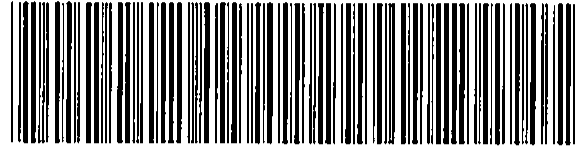
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TALLAHASSEE, FL

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COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: INDUSTRIAL DEVELOPMENT & BROKERAGE, 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:

DANIEL P. POULIN

Name of Person

INDUSTRIAL DEVELOPMENT & BROKERAGE, LLC

Firm/Company

22 BENTLEY LANE

Address

SANTA ROSA BEACH, FL 32459

City/State and Zip Code

dan@idblle.com

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

For further information concerning this matter, please call:

MICHAEL L. ECKSTEIN

504

527-0701

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

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

INDUSTRIAL DEVELOPMENT & BROKERAGE, 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 10/14/2024 and assigned
Florida document number L24000438785

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

N/A

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)

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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:

DANIEL P. POULIN

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

[illegible]

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

Additional provisions - see attached


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F. Effective date, if other than the date of filing: October 14, 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 October 21, 2024



Signature of a member or authorized representative of a member

Daniel P. Poulin

Typed or printed name of signer

Filing Fee: \$25.00

D. Attachment to Electronic Articles of Organization

VII. MANAGERS

The Board of Managers of this limited liability company shall be vested in, and the business and affairs of this limited liability company shall be managed by the Board of Managers.

The number, classification, terms of office, manner of election, times, and places of meetings, and the powers and duties of the Managers shall be as from time to time, fixed by the Operating Agreement. If an Operating Agreement is not executed and minutes are not executed that deal with these issues, state law shall govern.

The Board of Managers shall have authority to make and alter the Operating Agreement, including the right to alter the Operating Agreement fixing their classification or term of each matter, or fixing or increasing their compensation, subject to the power of the members to amend the Operating Agreement so made.

Any manager absent from a meeting may be represented by any other manager or member, who may cast the vote of the absent member, according to the written instructions, general or special if said absent manager filed with the appointed secretary for the Board of Managers.

VIII. LIABILITY OF MANAGERS

Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a member or officer for the Board of Managers, of this limited liability company or is or was serving at the request of this limited liability company as a director, manager, member, officer, employee or agent of another limited liability company or of a corporation or partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, manager, member, officer, employee or agent, shall be indemnified and held harmless by this limited liability company to the fullest extent authorized by the Florida Business Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits this limited liability company to provide broader indemnification rights than said law permitted this limited liability company to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a manager, member, officer of the Board of Managers, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that this limited liability company shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) if authorized by the Board of Managers of the Corporation. The right to indemnification conferred in this Section shall be a contract right and shall include the right to be paid by this limited liability company the expenses

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incurred in defending any such proceeding in advance of its final disposition: provided, however, that, if the applicable Florida Business Corporation Act requires, the payment of such expenses incurred by a manager or officer of the Board of Managers, in his or her capacity as a manager or officer of the Board of Managers (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to this limited liability company of an undertaking, by or on behalf of such manager or officer of the Board of Managers, to repay all amounts so advanced if it shall ultimately be determined that such manager or officer of the Board of Managers is not entitled to be indemnified under this Section or otherwise. This limited liability company may, by action of its Board of Managers, provide indemnification to employees and agents of this limited liability company with the same scope and effect as the foregoing indemnification of managers and officers of the Board of Managers.

Pursuant to Florida law, each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a manager or officer of the Board of Managers, of this limited liability company or is or was serving at the request of this limited liability company as a manager or officer of the Board of Managers of another limited liability company, or of a corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a manager or officer of the Board of Managers, or in any other capacity while serving as a manager or officer of the Board of Managers, shall have no personal liability to the limited liability company or its members for monetary damages for breach of fiduciary duty as manager or officer of the Board of Managers. This provision shall not attempt to eliminate or limit those liabilities which may not be eliminated.

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IX. ORIGINAL CAPITAL CONTRIBUTION/PROFITS AND LOSSES

Each member shall have the right to vote on business decisions of this limited liability company in proportion to that member's interest in profits and losses as per the Operating Agreement and any amendments thereto.

X. ADMINISTRATIVE PROVISIONS

A. Each manager shall devote such time to the business as the company interests shall require.

B. For purposes of these Articles of Organization, each member shall vote in the management of the limited liability company's business as fixed by the Operating Agreement. None of the members shall knowingly cause or suffer to be done anything whereby the limited liability company's property may be seized, attached, taken on execution, or otherwise endangered.

In the event of death, or if any of the members hereto shall be adjudged bankrupt, or become insolvent, or take proceedings in liquidation by agreement or composition, or make any assignment for the benefit of his creditors, or in the event a writ of execution, attachment, or garnishment shall be levied, or such levy shall be attempted, against any member's limited liability interest or in the event the interest of any member shall be in danger of being divested from said member by any process of law, the remaining member/members shall have the immediate option of purchasing the interest of such member ("withdrawing member") in the limited liability company as provided in the Operating Agreement. It is the intention of this Articles of Organization, however, that the limited liability company may continue in existence for the term specified in Article III and shall not necessarily dissolve by reason of any change of the status of a member by insolvency, or by operation of law or otherwise.

XI. SALE OF A MEMBER'S INTEREST

No member shall sell, transfer or otherwise dispose of all or any part of her/her interest in this limited liability company except as provided in the Operating Agreement.

XII. GOVERNING LAW

It is the intention of all parties hereto that all questions with respect to the construction of this agreement and to the rights and liabilities of the parties hereto shall be determined in accordance with the law of the State of Florida.

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