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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

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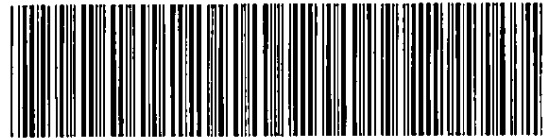
(Business Entity Name)

(Document Number)

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**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**NAME OF CORPORATION:** CLUB 500, INC

**DOCUMENT NUMBER:** N22000000814

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

MAXO SINAL

(Name of Contact Person)

SINAL CONSULTING GROUP, LLC

(Firm/ Company)

18800 NW 2ND AVENUE, SUITE 221

(Address)

MIAMI GARDENS, FL 33169

(City/ State and Zip Code)

MAXOSINAL@AOL.COM

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

For further information concerning this matter, please call:

MAXO SINAL

305

308-8229

at

(Name of Contact Person)

(Area Code)

(Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

- |   |  |   |  |
|---|--|---|--|
| <input checked="" type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee &<br>Certificate of Status | <input type="checkbox"/> \$43.75 Filing Fee &<br>Certified Copy<br>(Additional copy is<br>enclosed) | <input type="checkbox"/> \$52.50 Filing Fee<br>Certificate of Status<br>Certified Copy<br>(Additional Copy is<br>Enclosed) |
|---|--|---|--|

**Mailing Address**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address**

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



Articles of Amendment  
to  
Articles of Incorporation  
of  
CLUB 500, INC.

(Name of Corporation as currently filed with the Florida Dept. of State)

N22000000814

(Document Number of Corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this **Florida Not For Profit Corporation** adopts the following amendment(s) to its Articles of Incorporation:

**A. If amending name, enter the new name of the corporation:**

\_\_\_\_\_ The new  
name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc."  
"Company" or "Co." may not be used in the name.

**B. Enter new principal office address, if applicable:**

(Principal office address **MUST BE A STREET ADDRESS**)

**C. Enter new mailing address, if applicable:**

(Mailing address **MAY BE A POST OFFICE BOX**)

**D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:**

Name of New Registered Agent:

New Registered Office Address:

(Florida street address)

(City)

, Florida

(Zip Code)

**New Registered Agent's Signature, if changing Registered Agent:**

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

\_\_\_\_\_  
Signature of New Registered Agent, if changing



If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

<input checked="" type="checkbox"/> Change	PT	John Doe
<input checked="" type="checkbox"/> Remove	V	Mike Jones
<input checked="" type="checkbox"/> Add	SV	Sally Smith

Type of Action (Check One)	Title	Name	Address
1) <input type="checkbox"/> Change <input type="checkbox"/> Add  <input type="checkbox"/> Remove	_____	_____	_____ _____ _____
2) <input type="checkbox"/> Change <input type="checkbox"/> Add  <input type="checkbox"/> Remove	_____	_____	_____ _____ _____
3) <input type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove	_____	_____	_____ _____ _____
4) <input type="checkbox"/> Change <input type="checkbox"/> Add  <input type="checkbox"/> Remove	_____	_____	_____ _____ _____
5) <input type="checkbox"/> Change <input type="checkbox"/> Add  <input type="checkbox"/> Remove	_____	_____	_____ _____ _____
6) <input type="checkbox"/> Change <input type="checkbox"/> Add  <input type="checkbox"/> Remove	_____	_____	_____ _____ _____

E. If amending or adding additional Articles, enter change(s) here:

(attach additional sheets, if necessary). (Be specific)

Please amend articles III and IV

Please add articles IX and X



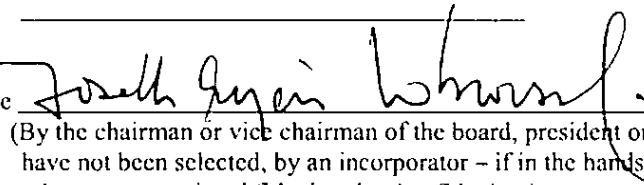
☐ The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.



- ☒ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated February 23, 2023

Signature



(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

JOSEPH LABROUSSE

(Typed or printed name of person signing)

PRESIDENT

(Title of person signing)



## **ARTICLES OF INCORPORATION**

In compliance with Chapter 617, F.S., (Not for Profit)

**Please amend the following articles to**

**CLUB 500, INC.**

**Document Number: N22000000814**

### **ARTICLE III**

#### **PURPOSE**

This corporation is organized exclusively for charitable, educational, scientific, and literary, within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as now enacted or hereafter amended, including, for such purposes, the making of distributions to organizations that also qualify as Section 501(c)(3) exempt organizations. To this end, the corporation shall focus on public health, educational, scientific, literary, and charitable issues. All funds, whether income or principal, and whether acquired by gift or contribution or otherwise, shall be devoted to said purposes.

### **ARTICLE IV**

#### **MANNER OF ELECTION**

The corporation shall have no voting members. The management and affairs of the corporation shall be at all times under the direction of a Board of Directors, whose operations in governing the corporation shall be defined by statute and by the corporation's by-laws. No Director shall have any right, title, or interest in or to any property of the corporation.



## **ARTICLES OF INCORPORATION**

In compliance with Chapter 617, F.S., (Not for Profit)

**Please add the following articles to  
CLUB 500, INC.**

**Document Number: N22000000814**

### **ARTICLE VIII** **LIMITATIONS**

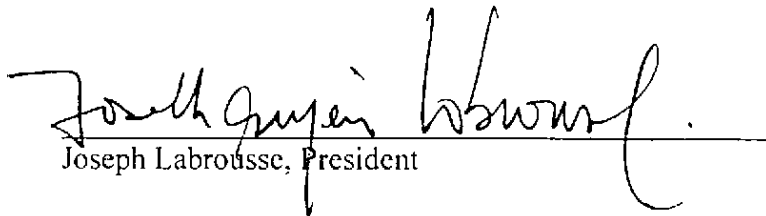
At all times the following shall operate as conditions restricting the operations and activities of the corporation:

1. No part of the net earnings of the corporation shall inure to any member of the corporation not qualifying as exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as now enacted or hereafter amended, nor to any Director or officer of the corporation, nor to any other private persons, excepting solely such reasonable compensation that the corporation shall pay for services actually rendered to the corporation, or allowed by the corporation as a reasonable allowance for authorized expenditures incurred on behalf of the corporation;
2. No substantial part of the activities of the corporation shall constitute the carrying on of propaganda or otherwise attempting to influence legislation, or any initiative or referendum before the public, and the corporation shall not participate in, or intervene in (including by publication or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office; and
3. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as now enacted or hereafter amended.
4. The corporation shall not lend any of its assets to any officer or director of this corporation unless such loan program is regularly conducted as part of the activities of the organization and the qualification of the individual to participate in same is determined by a panel comprised solely of non-Board members], or guarantee to any person the payment of a loan by an officer or director of this corporation.



**ARTICLE IX**  
**DISSOLUTION**

Upon the time of dissolution of the corporation, assets shall be distributed by the Board of Directors, after paying or making provisions for the payment of all debts, obligations, liabilities, costs and expenses of the corporation, for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

  
Joseph Labrousse, President





1800 NW 2<sup>nd</sup> Avenue, Suite 221  
Miami, Florida. 33169  
(305) 308-8229

### **Agreement for Consulting Services**

This agreement is entered into by and between Sinal Consulting and Club500, Inc. "Client".

The undersigned do hereby covenant, contract, and agree as follows:

1. **Scope of services:** Consultant is hereby engaged to perform consulting services for Club500, Inc. (Client) regarding the following:

- 1) Board Formation
- 2) Articles of Amendment
- 3) Write Organization's Bylaws
- 4) Write Reimbursement policy
- 5) Write Conflict of Interest policy
- 6) Establish proposed budget for the next three years
- 7) Apply for 501 c 3 Tax Exempt and file all required attachments.
- 8) Apply For Florida State Tax Exempt
- 9) Fundraising Authorization with FDACS

PS. It is the responsibility of the client to implement Consultant's recommendations.

2. **Consulting fee:** Club500, Inc. "Client" agrees to pay unto Consultant as follows:

(a) One Thousand Seven Hundred (1700.00) dollars including fees

Payment shall be paid upon signing this contract as follow:

1. \$ 1000.00 deposit
2. \$ 700.00 prior to mail Tax Exempt package

PS. Filing fees are included.

3. **Limited Services / Confidential Information:** Consultant will assist Club500 Inc "Client" in accordance with the scope of services. Consultant may perform services not included in Scope of Services at the request of Client for a fee that both parties will be agreed on.



Consultant expressly agrees not to divulge, publish, or communicate any information regarding the Organization to any person without the express written consent of Client. All information obtained by Consultant during this engagement and all suggestions and recommendations received by Client shall remain the property of Client and Consultant shall keep all such matter confidential.

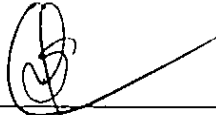
4. **Term:** The term of this engagement shall begin on the date hereof and shall terminate on the day after receiving approval letter from IRS and FDACS, unless sooner terminated by Club500, Inc. "Client". In the event of early termination, no refund of early fee paid will be due unless termination is for failure of Consultant to perform the services provided for above in which event the fees to which Consultant shall be entitled shall be equal to the amount of time spent in rendering the services multiplied by \$90.00 per hour.

5. In the event that it becomes necessary to enforce any of the terms of this agreement, the defaulting party agrees to pay all reasonable attorney fees incurred therein.

6. This agreement shall be construed according to the laws of the state of Florida.

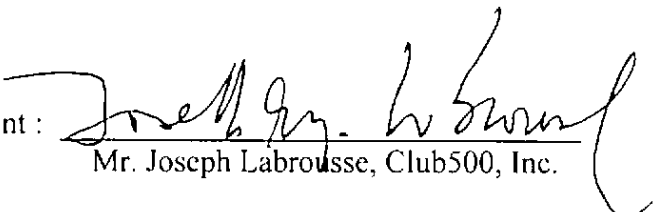
7. This agreement may only be modified in writing and contains the entire terms of the agreement between the parties.

Signatures of the parties are authenticated on this 20<sup>th</sup> of February 2023.

Consultant : 

Maxo Sinal, Consultant

Client :

 2/23/2023  
Mr. Joseph Labrousse, Club500, Inc.