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(City/State/Zip/Phone #)

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(Business Entity Name)

(Document Number)

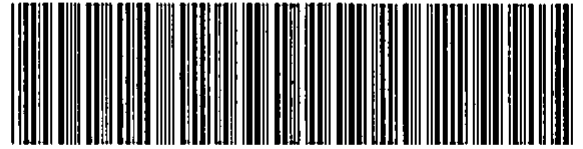
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COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: TMG The Monaco Group

DOCUMENT NUMBER: P09000067001

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

Please return all correspondence concerning this matter to the following:

Jamie Monaco

Name of Contact Person

TMG The Monaco Group

Firm/ Company

2554 NW 44th CT

Address

Boca Raton Florida, 33434

City/ State and Zip Code

joe@monacogroup.net

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

For further information concerning this matter, please call:

Joe Monaco

561

3068436

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

TMG The Monaco Group

P09000067001

☐ The amendment(s) is/are being filed pursuant to s. 607.0120 (11) (c), F.S.

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:

X Change PT John Doe

X Remove V Mike Jones

X 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	_____	_____	_____

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

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

Share Transfer of ownership. Split the ownership of the company 50/50 between Joe and Jamie Monaco

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F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares,

provisions for implementing the amendment if not contained in the amendment itself:

(if not applicable, indicate N/A)

See attached Transfer of Shares Agreement

March 2, 2020

The date of each amendment(s) adoption: _____, if other than the date this document was signed.

March 2, 2020

Effective date if applicable: _____
(no more than 90 days after amendment file date)

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.

Adoption of Amendment(s) (CHECK ONE)

☒ The amendment(s) was/were adopted by the incorporators, or board of directors without shareholder action and shareholder action was not required.

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

☐ The amendment(s) was/were approved by the shareholders through voting groups. The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):

--The number of votes cast for the amendment(s) was/were sufficient for approval

by _____
(voting group)

March 2, 2020
Dated _____

Signature Jamie Monaco
(By a director, president or other officer -- if directors or officers have not been selected, by an incorporator -- if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Jamie Monaco

(Typed or printed name of person signing)

Co-CEO

(Title of person signing)

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SHARE TRANSFER AGREEMENT This share transfer Agreement (the "Agreement") sets out the terms and conditions upon which **Jamie Monaco** (the "Transferor"), being a Company duly registered under the laws of Florida with registered number **P0900067001** and having its registered address **2554 NW 44th CT Boca Raton Florida 33434**, will transfer certain shares held by her to Joe Monaco (the "Transferee"), under the laws of Florida with registered number (together, the "Parties"). WHEREAS, the Transferor is the registered proprietor of those shares or stocks set out in Schedule A (the "Shares"). WHEREAS, the Transferor is desirous of transferring the Shares to the Transferee on such terms as are set out throughout this share transfer Agreement. WHEREAS, the Transferee for his part is desirous of acquiring the Shares on such terms as are set out in this share transfer Agreement. NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. TRANSFER OF SHARES It is agreed that:

1.1 the Transferor transfers absolutely all title over the Shares to the Transferee in consideration of that amount set out in clause 2.

1.2 the transfer is absolute and includes all rights and obligations connected to the Shares including but not limited to all rights to dividends, capital and voting rights and for avoidance of doubt any dividends which are due but not yet paid will become due and be paid to the Transferee.

1.3 the transfer is effective on the execution of this share transfer Agreement and payment of the amount set out in clause 2.

2. TRANSFER PRICE It is agreed that the Shares shall be transferred for the price of **\$10.00**.

3. COST OF TRANSFER It is agreed that the cost of registering the transfer of the Shares (if any) will be borne by the Transferee.

4. EFFECT OF LACK OF FORMALITY It is agreed that should the envisaged transfer of shares fail to be effective due to a lack of formality (including but not limited to a failure to register the transfer correctly in the registers of the company or due to a refusal by the directors of the company whose Shares are being transferred) then the effect shall be the transfer of all beneficial interest in the Shares to the Transferee by the creation of a trust in favour of the Transferee as beneficiary in which the Shares comprise the subject, and the Transferor is the trustee.

5. WARRANTIES AND INDEMNITIES It is agreed that:

5.1 The Transferor warrants that he is the true owner of the Shares and is absolutely entitled to all of their benefit.

5.2 The Transferor warrants that he is not acting as a nominee or trustee and that no other rights exist in connection with the Shares.

5.3 The Transferor warrants that no charge or other obligation exists over the shares whether or not registered and they are completely unencumbered (excepting any obligation to payment of capital in the case of part paid shares).

5.4 Each Party hereby declares that they have all necessary powers and approvals to enter into this share transfer Agreement.

5.5 Each Party hereby declares that they are not aware of any matter within their control which might have any negative or adverse effect upon the performance of their obligations under this share transfer Agreement.

5.6 The rights, benefits, liabilities and responsibilities contained within the terms of this share transfer Agreement can be assigned by any Party with the prior written agreement of the other Party.

5.7 Any delay or failure to enforce the terms of this share transfer Agreement and any delay to act on a breach of its term by any party does not constitute a waiver of those rights.

5.8 Each Party hereby warrants that they will not do any action which might harm, hinder or negatively affect the duties of the other Party set out within this share transfer Agreement.

5.9 The Parties hereby irrevocably warrant that they accept the exclusive jurisdiction laws and courts of that jurisdiction set out in clause 8 below.

5.10 Except if it is clear from the wording of a clause and with regard to the whole of the share transfer Agreement that a specific clause is intended to mean otherwise than: any words which are in the singular only will be deemed to include the plural (and vice versa) and any words denoted in a specific gender will be deemed to include all genders and any terms which denote any form of person or people shall be deemed to include both legal persons (such as companies) as well as natural person (and vice versa).

5.11 The heading titles contained within in this share transfer Agreement are included as an drafting reference only and for ease of reference, they do not comprise part of the share transfer Agreement.

5.12 This share transfer Agreement may be executed in more than one language by agreement between the Parties and if there arises some conflict between the various translation of this share transfer Agreement then the English version shall prevail. 5.13 In the event that any clause (or any part of any clause) shall be deemed to be illegal or invalid by a competent court or other legal authority then this shall have the effect of invalidity and striking out only that clause (or any part of any clause) only and shall not invalidate this share transfer Agreement in its entirety

5.14 This share transfer Agreement can be executed either in one original or in more than one counterpart.

5.15 This share transfer Agreement is binding on both Parties by virtue of the conduct of both parties and in spite of any defect or error in the formality of its execution.

5.16 The Transferor hereby irrevocably indemnifies and agrees to keep indemnified and hold harmless the Transferee against any and all losses howsoever caused arising from a breach of the warranties or other terms of this share transfer Agreement.

6. VARIATION This share transfer Agreement may be varied and any variation must be made in writing by both Parties.

7. NOTICES Notices served pursuant to any term of this share transfer Agreement must be served in writing and will be served only if it handed from one Party to another in person or if delivered to the address for service of the Party in question. Notices may only be served and delivered in English.

8. GOVERNING LAW, DISPUTES AND ARBITRATION It is agreed that:

8.1 This share transfer Agreement is made under the exclusive jurisdiction of the laws of Florida United States. 8.2 Disputes under this share transfer Agreement are subject to the exclusive jurisdiction of the courts of [STATE AND COUNTRY]. 8.3 Notwithstanding the terms of

8.2 both Parties agree that in the event of a dispute they will enter into arbitration before the International Chamber of Commerce before a single arbitrator whose decision shall be final.

IN WITNESS WHEREOF, each of the Parties has executed this share transfer Agreement:

Joseph Monaco

3/4/20 DATE

Jamie Monaco

3.4.20 DATE

Schedule A (the Shares) The following shall comprise the Shares:

Name and Address of Company: TMG THE MONACO GROUP 2554 NW 44th Ct Boca Raton Florida

Number of Shares Class of Shares: 50% of all outstanding shares