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COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: KELLEY & GRANT, P.A.

DOCUMENT NUMBER: P10000017133

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

Please return all correspondence concerning this matter to the following:

JERRON KELLEY
Name of Contact Person
KELLEY & GRANT, P.A.
Firm/ Company
370 CAMINO GARDENS BLVD. STE 301
Address
BOCA RATON, FL 33432
City/ State and Zip Code
jerron@kelleygrantlaw.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

JERRON KELLEY at (561) 672-1161
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:

- \$35 Filing Fee \$43.75 Filing Fee & Certificate of Status \$43.75 Filing Fee & Certified Copy (Additional copy is enclosed) \$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

Articles of Amendment
to
Articles of Incorporation
of

KELLEY & GRANT, P.A.

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

P10000017133

(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida 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," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.," or the designation "Corp.," "Inc.," or "Co". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."*

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 _____

(Florida street address)

New Registered Office Address: _____, Florida _____
(City) (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

Check if applicable

The amendment(s) is/are being filed pursuant to s. 607.0120 (11) (e), 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:

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

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
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			_____

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

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)

Dated 12/5/2023 _____

Signature _____

(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)

JERRON KELLEY

(Typed or printed name of person signing)

PRESIDENT

(Title of person signing)

RESTRICTIONS ON THE ALIENABILITY OF SHAREHOLDERS' SHARES

- I. The transfer of the shares represented by the within Certificate is restricted under the terms of the Shareholders' Agreement dated 12/5, 2023, a copy of which is on file and available for inspection at the office of the issuer.
- II. The following includes or paraphrases some of the provisions of the Shareholders' Agreement. For further explanation and complete restrictions please refer to the Shareholders' Agreement.
 - a. Shareholders will not agree to directly or indirectly sell, assign, transfer, give, pledge, hypothecate or otherwise dispose of or in any other way encumber any Shares or any interest in any Shares and will not create any security interest in or grant any option with respect to any Shares or any interest in any Shares, except in accordance with the express provisions of the Shareholders' Agreement or except with the prior written approval of all of the Shareholders.
 - b. In cases of Shareholder Incapacity under the Shareholders' Agreement, if the other Shareholders do not purchase the Incapacitated Shareholder's Shares in accordance with the terms of the Shareholders' Agreement, the Shares may be bequeathed, sold, given or transferred to any person, as appropriate in the circumstances, provided that such person agrees to become and does become a party to the Shareholders' Agreement.
- III. Shareholders are prohibited from selling, transferring or otherwise disposing of their Shares or any interest in their Shares unless:
 - a. The Shares are first offered at not more than Fair Market Value to the Shareholders of the class of Shares being sold on a pro rata basis ("Offer One") and
 - b. Share remaining after Offer One are offered to all other Shareholders on an equal basis ("Offer Two") for not less than the price specified in Offer One and on terms not more favorable than those in Offer One.
 1. Shares remaining after Offer Two may be offered to any person or entity (the "Third Party Offer") for a period of 180 days from the date on which Offer Two was made for not less than price specified in Offer Two and on terms not more favorable than those in Offer One.
 2. Offer One, Offer Two and Third party Offer (collectively and individually the "Offer") will be in writing and will specify:
 - a. the price at which the Shares are offered; and

- b. the date by which time the Offer must be accepted, which will be not less than 10 Business Days from the date on which the Offer is made; and
 - c. the terms of the Offer; and
 - d. the closing date for the sale of the Shares, which will be between 30 and 90 Business Days from the date on which the offer is accepted.
 3. Any Offer not accepted within the time period specified for accepting the Offer will be deemed to be declined.
 4. If a transaction involving the sale of Shares to a person, firm, partnership, association, or other entity that was not previously a Shareholder of the Corporation (a "Third Party") will result in the Third Party acquiring 50% or more of the Shares in the Corporation, the selling Shareholder or Shareholders ("Selling Shareholder") will not be entitled to sell the Shares unless the Third Party offers the following option to each remaining Shareholder ("Remaining Shareholder").
 - a. The Third Party will offer to purchase any Remaining Shareholder's Shares. This offer will remain open for a period of 90 days from the date on which the Third Party first acquires Shares in the Corporation.
 - b. If the Remaining Shareholder is selling Shares of the same class and series as the Shares purchased by the Third Party, the price will be the same.
 - c. If the Remaining Shareholder is selling Shares of a class or series other than the Shares purchased by the Third Party, the price will be the Fair Market Value of the Shares. If the Fair Market Value of the Shares is unknown, the Third Party will bear the cost of determining the Fair Market Value of the Shares.
 - d. The Third Party will purchase the Remaining Shareholder's Shares on terms that are substantially similar to and not less favorable to the Remaining shareholder than those in transaction between the Selling Shareholder and the Third Party.

I, _____, as purchaser of the following shares, I am aware of the restrictions as set forth above and was made aware of such restriction prior to my purchase of the shares in question and agree to said restriction as set forth in herein and as set forth in the By-Laws and Shareholders' Agreement, if any.

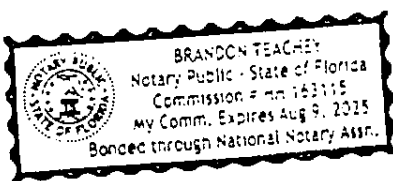
Printed Name: _____

STATE OF FLORIDA)
 Palm Beach) SS
COUNTY OF ~~DADE~~)

BEFORE ME, the undersigned authority, this day personally appeared _____, personally known to me or has produced _____ as identification has executed the foregoing Acknowledgement of Restrictions on Shareholders' Shares and who acknowledged before me that same was executed for the uses and purposes therein expressed.

WITNESS my hand and official seal this 28 day of December, 2023.

NOTARY PUBLIC, State of Florida
Name: Brandon Teachey B. Kyle J
Commission #: H# 163115
My Commission expires: Aug 9th 2025



ARTICLE IX

Preemptive Rights. The Company elects to have Preemptive Rights.

ARTICLE X

Buy-Sell Agreements. If a Shareholder dies or becomes incapable (the "Incapacitated Shareholder") of performing duties that the Shareholder is required to perform as a director or officer or as otherwise imposed by this Agreement by reason of sickness, injury, mental or physical incapacity ("Incapacity") and it appears as though the Incapacitated Shareholder will not recover so as to be able to perform those duties within 90 days of the Incapacity:

- a. The other Shareholders may purchase all of the Incapacitated Shareholder's Share at the Fair Market Value by delivering notice within 6 months of the Incapacity to the Incapacitated Shareholder, any guardian or trustee appointed to care for the Incapacitated Shareholder's financial affairs, or the Incapacitated Shareholder's estate, as appropriate in the circumstances. If there is more than one other Shareholder purchasing the Incapacitated Shareholder's Share, each such Shareholder will, subject to the prior written agreement of the other purchasing Shareholders, purchase an equal amount of the Incapacitated Shareholder's Share. Each Shareholder may obtain insurance on the life of any other Shareholder in an amount not exceeding the estimated Fair Market Value of that Shareholder's Shares.
- b. The closing of such purchase and sale shall take place at the offices of the Corporation, at a date selected by the Corporation upon ten (10) business days' notice to the Transferor which date shall be not more than fifteen (15) business days following the date of the qualification of the Personal Representative and not less than thirteen (13) business days following such date.
- c. To insure or partially insure its obligation under this Agreement to purchase from the estate of a deceased shareholder the shares owned by such shareholder prior to his death, each Shareholder or the Corporation shall have the option to purchase policies of insurance covering the lives of each Shareholder in any amount deemed desirable. In the event any shareholder ceases to be a shareholder of the Corporation, the Shareholder or the Corporation, as the case may be, shall terminate any such insurance on such shareholder's life and in the event any shareholder increases his holdings of the shares of the Corporation, the Shareholder or Corporation shall procure and maintain, if so desired by it, additional insurance on the life of such shareholder proportionate to the increase in the holdings of such shareholder. If the Shareholder or Corporation shall receive any proceeds of any policy on

the life of the Decedent shareholder, such proceeds shall be used by the Shareholder or Corporation to pay the Decedent's Personal Representative to the extent of the purchase price of the Decedent's share, such payment to be deemed made on account of such purchase price.

- d. If the amount of any insurance proceeds is insufficient to pay the purchase price of any Decedent's shares, then the balance of the purchase price remaining after credit for any insurance proceeds shall be payable as follows: fourteen percent (14%) of the balance due to be paid shall be paid in cash, and the balance shall be represented by a promissory note executed by the purchaser payable in fifteen (15) equal installments, which note shall be secured by the shares of the deceased Shareholder.
- e. If the other Shareholders elect not purchase the Incapacitated Shareholder's Shares, the Shares may be bequeathed, sold, given or transferred to any person, as appropriate in the circumstances, provided that such person agrees to become and does become a party to this Agreement and be bound to all other terms regarding the shareholders.
- f. "S" Election: If the corporation is an "S" corporation at the time of the transfer and sale of its stock, the transferee and new stockholder shall be required to consent in writing not to revoke such "S" election without the unanimous approval of all other stockholders. Such written consent shall be submitted prior to the delivery of the shares to the transferee.

ARTICLE XI

Right of First Refusal

1. Shareholders are prohibited from selling, transferring or otherwise disposing of their Shares or any interest in their Shares unless:
 - a. The Shares are first offered at not more than Fair Market Value to the Shareholders of the class of Shares being sold on a pro rata basis ("Offer One") and
 - b. Share remaining after Offer One are offered to all other Shareholders on an equal basis ("Offer Two") for not less than the price specified in Offer One and on terms not more favorable than those in Offer One.
2. Shares remaining after Offer Two may be offered to any person or entity (the "Third Party Offer") for a period of 180 days from the date on which Offer Two was made for not less than price specified in Offer Two and on terms not more favorable than those in Offer One.

3. Offer One, Offer Two and Third party Offer (collectively and individually the "Offer") will be in writing and will specify:
 - a. the price at which the Shares are offered; and
 - b. the date by which time the Offer must be accepted, which will be not less than 10 Business Days from the date on which the Offer is made; and
 - c. the terms of the Offer; and
 - d. the closing date for the sale of the Shares, which will be between 30 and 90 Business Days from the date on which the offer is accepted.
4. Any Offer not accepted within the time period specified for accepting the Offer will be deemed to be declined.
5. If a transaction involving the sale of Shares to a person, firm, partnership, association, or other entity that was not previously a Shareholder of the Corporation (a "Third Party") will result in the Third Party acquiring 50% or more of the Shares in the Corporation, the selling Shareholder or Shareholders ("Selling Shareholder") will not be entitled to sell the Shares unless the Third Party offers the following option to each remaining Shareholder ("Remaining Shareholder").
 - a. The Third Party will offer to purchase any Remaining Shareholder's Shares. This offer will remain open for a period of 90 days from the date on which the Third Party first acquires Shares in the Corporation.
 - b. If the Remaining Shareholder is selling Shares of the same class and series as the Shares purchased by the Third Party, the price will be the same.
 - c. If the Remaining Shareholder is selling Shares of a class or series other than the Shares purchased by the Third Party, the price will be the Fair Market Value of the Shares. If the Fair Market Value of the Shares is unknown, the Third Party will bear the cost of determining the Fair Market Value of the Shares.
 - d. The Third Party will purchase the Remaining Shareholder's Shares on terms that are substantially similar to and not less favorable to the Remaining shareholder than those in transaction between the Selling Shareholder and the Third Party.

CERTIFICATE OF CORPORATE RESOLUTION

I, Jerron Kelley, being the President for Kelley & Grant, P.A. ("Corporation"), a Corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, certify that the following resolution was duly adopted at a meeting of the shareholders of the Corporation on the 10th day of August, 2022, at which a quorum of the shareholders was present and in attendance, or which was approved by unanimous consent or other form of approval authorized by applicable Florida law, and that no action has been taken to rescind or amend the attached resolutions and they remain in full force and effect:

Whereas, the shareholders are duly authorized and permitted by the Corporation's Articles of Incorporation and mandated by Florida law to adopt By-Laws for the Corporation;

Whereas, the shareholders have created a set of By-Laws; and

Whereas, the Corporation has determined the By-Laws created are sufficient;

Whereas, the Corporation has determined that is necessary to amend the Articles of Incorporation to include additional articles.

Now, therefore, be it resolved, the Corporation hereby adopts the By-Laws as presented in its August 10, 2022 meeting and make them enforceable effective immediately.

Now, therefore, be it further resolved, the Corporation hereby authorizes the Corporation's Articles of Incorporation to be amended as presented in its August 10, 2022 meeting and submit them to the State of Florida for recording.

In witness whereof, I have executed this Certificate of Corporate Resolution and affixed hereto the official seal of the Corporation (if applicable) on this 28th day of December, 2023.

Signature (Corporate President)

[Handwritten Signature]
12/28/23

Date

(Corporate Seal: If no seal, please so indicate.)

STATE OF FLORIDA)
 Kilm Beach) SS
COUNTY OF ~~DADE~~)

BEFORE ME, the undersigned authority, this day personally appeared Jerron Kelley, President of Kelley & Grant, P.A, personally known to me or has produced _____, as identification to the person described in and who executed the foregoing Certificate of Corporate Resolution and who acknowledged before me that same was executed for the uses and purposes therein expressed.

WITNESS my hand and official seal this 28 day of December, 2023.

NOTARY PUBLIC, State of Florida
Name: Brandon Teachey *B Kyle J*
Commission #: HH 163115
My Commission expires: Aug 9th 2025

