

P22000057216

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(Business Entity Name)

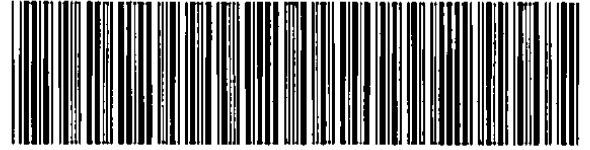
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COVER LETTER

Department of State
New Filing Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: PCG Business Solutions, Corp.
(PROPOSED CORPORATE NAME – MUST INCLUDE SUFFIX)

Enclosed are an original and one (1) copy of the articles of incorporation and a check for:

☒ \$70.00 ☐ \$78.75
Filing Fee Filing Fee
 & Certificate of Status

☐ \$78.75 ☐ \$87.50
Filing Fee Filing Fee,
& Certified Copy Certified Copy
 & Certificate of
 Status

ADDITIONAL COPY REQUIRED

FROM: Cleston Santino Pereira
Name (Printed or typed)

5632 International Drive
Address

Orlando, FL 32819
City, State & Zip

+1 407-881-4887
Daytime Telephone number

clestonsp@gmail.com
E-mail address: (to be used for future annual report notification)

NOTE: Please provide the original and one copy of the articles.



RECEIVED

2022 JUL 14 AM 9:07

FLORIDA CORPORATION
DIVISION OF COMMERCIAL
REGISTRATION SERVICES

SENT VIA CERTIFIED MAIL

July 5, 2022

New Filing Section
Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314
(850) 245-6052

Re: Document Number: W22000087448, Refiling an Articles of Incorporation

To whom it may concern,

It was brought to our attention that Doc. No.: W22000087448, an Articles of Incorporation filed on June 14th, 2022, was rejected as the proposed corporate name had already been taken. Therefore, we have enclosed with this letter an amended of Articles of Incorporation with a new proposed corporate name. Since the payment for the aforementioned document number has already been received and processed, please utilize those funds to satisfy this amended filing fee.

Should you have any questions, please do not hesitate to contact our office at 305-606-6139 or senen@sgarcialaw.com and receptionist@sgarcialaw.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Senen Garcia', with a long, sweeping horizontal line extending to the right.

Senen Garcia, Esq.

ARTICLES OF INCORPORATION

In compliance with Chapter 607 and/or Chapter 621 (Profit)

ARTICLE I

The name of the corporation shall be PCG Business Solutions, Corp.

ARTICLE II

Principal Office and Mailing Address. The principal office and mailing address shall be:

<i>Principal Office</i>	<i>Mailing Address</i>
5632 International Drive	5632 International Drive
Orlando, FL 32819	Orlando, FL 32819

ARTICLE III

Purpose. The purpose for which the corporation is organized is for any and all lawful business.

ARTICLE IV

Shares. The number of shares of stock is 3000 common shares at 1.00 par value

ARTICLE V

Initial Officers

Cleston Santino Pereira, President, Treasurer, and Secretary
5632 International Drive
Orlando, FL 32819

Renan Fonseca Rodrigues, Vice President
5632 International Drive
Orlando, FL 32819

ARTICLE VI

Registered Agent. The name and address of the registered agent is:

Cleston Santino Pereira
5632 International Drive
Orlando, FL 32819

ARTICLE VII

Incorporator. The name and address of the Incorporator is:

Cleston Santino Pereira
5632 International Drive
Orlando, FL 32819

ARTICLE VIII

Effective Date. The Effective Date of the Corporation shall be _____.

ARTICLE IX

Preemptive Rights. The Corporation elects to have Preemptive Rights.

ARTICLE X

Buy-Sell Agreements. Upon the death of a Stockholder (hereinafter referred to as Decedent), all of the shares of the capital stock of the Corporation owned by him, and to which his estate shall be entitled, shall be sold and purchased as hereinafter provided:

- a. Obligation of the Corporation to Purchase: It shall be for the Corporation to purchase from the Decedent's Personal Representative, and the Decedent's Personal Representative shall be obligated to sell to the Corporation, all of the shares of the capital stock of the Corporation owned by the Decedent and to which the Decedent or her Personal Representative shall be entitled, at the price set forth in Article XI.

- b. Closing: 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. Insurance: To insure or partially insure its obligation under this Agreement to *purchase from the estate of a deceased Stockholder the shares owned by him* prior to his death, the Corporation shall have the option to purchase policies of insurance covering the lives of each Stockholder in any amount deemed desirable. In the event any Stockholder ceases to be a Stockholder of the Corporation, the Corporation shall terminate any such insurance on such Stockholder's life and in the event any Stockholder increases his holdings of the shares of the Corporation, the Corporation shall procure and maintain, if so desired by it, additional insurance on the life of such Stockholder proportionate to the increase in the holdings of such Stockholder. If the corporation shall receive any proceeds of any policy on the life of the Decedent, such proceeds shall be used by the Corporation to pay the Decedent's Personal Representative to the extent of the purchase price of the Decedent's stock, such payment to be deemed made on account of such purchase price.
- d. Balance of Purchase Price: 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 stock of the deceased Stockholder.
- e. "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 if such consent is applicable and/or available. Such written consent shall be submitted prior to the delivery of the shares to the transferee.

ARTICLE XI

Right of First Refusal. Should a shareholder wish to sell her shares of stock of the Corporation, the following shall apply:

- a. Limitation on Transfer. No Shareholder shall transfer his or her shares of Common Stock to any person, firm, or corporation other than an Affiliate, unless the Shareholder desiring to transfer shall first have made an offer to sell as described below and such offer shall not have been accepted by either the remaining existing shareholders or the Corporation in treasury or unless the Shareholder desiring to transfer shall have provided a Bona Fide Offer to the remaining existing shareholders or the Corporation in treasury and such offer shall not have been accepted by either the remaining existing shareholders or the Corporation in treasury.
- b. Offer To Sell. The offer to sell shall be given to the Corporation and to the remaining shareholders and shall consist of a written offer to sell a designated number of the shares of Common Stock (the "Available Shares") owned by the Shareholder desiring to make the transfer (the "Transferor"). The offer to sell may be submitted together with a statement of intention to transfer the Available Shares to a third party including the name and address of the prospective purchaser and the terms and price of such intended transfer. If selling to a third party, the Transferor must have received from the third party a bona fide offer in writing to purchase all the Available Shares and must attach to the offer to sell a true copy of the offer from the third party.

Should Transferor seek to sell shares to the Corporation and/or shareholders without an interested bona fide third-party purchaser and neither the Corporation nor the shareholders are interested in purchasing Available Shares, Transferor may seek third party purchasers to purchase Available Shares. However, Transferor must repeat the process of providing Corporation and shareholders the right of first refusal as set forth in this Article (i.e. process involved following receipt of a bona fide offer.)

- i. Bona Fide Offer Defined. For the purposes of this Agreement, a Bona Fide Offer must be in writing include the share price and the number of shares to be purchased. It must also include the payment terms on which the shares are to be paid
- c. Acceptance of Offer to Sell. Within thirty (30) days after receipt of the offer to sell, the Corporation may, at its option by a unanimous vote of

shareholders eligible to vote, elect to purchase some or all of the Available Shares. If the Corporation does not elect to purchase some or all of the Available Shares, the Shareholders other than the Transferor may, within thirty-five (35) days after the receipt of the offer to sell, elect to purchase all of the remaining shares, but not less than all of the remaining shares available. The Corporation shall exercise its election to purchase by giving notice to the Transferor and to the other Shareholders. Each other Shareholder in the order of percentage ownership with the largest single shareholder first shall be allowed to exercise his or her election to purchase by giving notice to the Transferor and to the Corporation. The notice of election to purchase Available Shares shall specify a date for the closing of the purchase that shall not be less than thirty (30) days after the date of giving the notice but not until both the Corporation and Shareholders have elected not to purchase the Available Shares.

- i. Election Defined.* For the purposes of this Agreement, an election shall occur when either the Corporation or Shareholder make a written election to the Transferor within the time specified in II(c).
 - ii. Non-Election Defined.* If the Corporation and/or Shareholders elect not purchase the Available Shares, they may do so either in writing or by not making a formal election within the time specified. Either action will have a similar effect.
 - iii. Preemption.* The Corporation's election made in the initial thirty (30) daytime frame preempts any election made by any Shareholder during that time frame.
 - iv. Shareholder Definition.* For the purposes of Section II, Shareholder(s) shall not include the shareholder offering to sell his shares (i.e. Transferor).
- d. Purchase Price. The purchase price and the terms of purchase of the Available Shares shall be the same price and terms contained in a third party written offer (if available); provided that if the date for closing the purchase price provided in this Agreement is longer than that offered by the prospective purchaser, the closing date fixed herein shall control. Should no third-party offer exist, the purchase price shall be generated using reasonable standards generally used in the business community at the time of the sale. Notwithstanding anything in a bona fide written offer or in this Agreement to the contrary, if the purchase price to the Corporation (or the Shareholders) for the Available Shares shall equal or

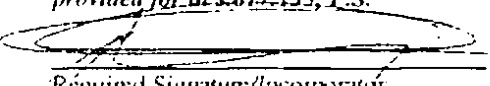
- h. Specific Performance. The parties now declare that it is impossible to measure in money the damages that will accrue to a party to this Agreement due to a failure of a Shareholder to perform any of the obligations under this Agreement. Therefore, if any party to this Agreement shall institute any action or proceeding to specifically enforce any provisions of this Agreement, any person, including the Corporation, against whom such action or proceeding is brought hereby waives a claim or defense that such party has an adequate remedy at law and shall not urge at such action or proceeding the claim or defense that such a remedy at law exists.
- i. Pledge. No Shareholder shall pledge or encumber shares without the written consent of all other Shareholder.
- j. Rescinding of offer. Should any Bona Fide offer to purchase shares be rescinded and a new Bona Fide offer is presented, the process outline in this section will restart upon the submission of the offer to sell by the Transferor to the Corporation and Shareholders.
- b. Record Ownership of sold shares. If Transferor sells shares to a third party, the third party will be recognized as owner the shares upon the Corporation receiving written notice from the third party and Transferor that the purchase price for the shares has been paid in full. If Transferor sells shares to the Corporation or Shareholders, the Corporation shall recognize the change in ownership at the time of closing.

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.


Required Signature/Registered Agent
CLESTON SANTINO PEREIRA

07/02/2022
Date

I submit this document and affirm that the facts stated herein are true. I am aware that the false information submitted in a document to the Department of State constitutes a third-degree felony as provided for in s.817.155, F.S.


Required Signature/Incorporator
CLESTON SANTINO PEREIRA

07/02/2022
Date