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(Requestor's Name)

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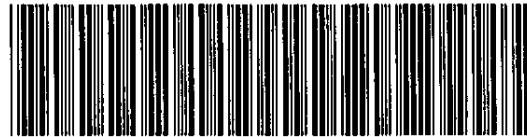
(Business Entity Name)

(Document Number)

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TALLAHASSEE, FLORIDA

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T. CLINE

JUN 19 2012

EXAMINER

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: 568Luzon 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:

James Haggerty
Name of Person

568Luzon LLC
Firm/Company

507 Columbia Dr
Address

Tampa, FL 33606
City/State and Zip Code

568Luzon@tampabay.rr.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

James Haggerty at (813) 340-8433
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/COURIER ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

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TALLAHASSEE, FLORIDA

If amending the Managers or Managing Members on our records, enter the title, name, and address of each Manager or Managing Member being added or removed from our records:

MGR = Manager

MGRM = Managing Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
MGRM	Renae Tvedt	507 Columbai Dr Tampa, FL 33606	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
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D. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

Articles of Organization of 568Luzon LLC, Amendment #1

Regulations of 568Luzon LLC, Amendment #2

568Luzon LLC Operating Agreement

Dated June 2, 2012

Signature of a member or authorized representative of a member

James Haggerty

Typed or printed name of signee

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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Articles of Organization of 568Luzon LLC
Amendment #1

This is an amendment to the Articles of Organization of 568Luzon LLC, Article 7
– Admission of New Members made on June 2, 2012. The members in
agreement are as follows:

James Haggerty

The Members agree to the following;

Renae Tvedt shall be added as a managing member of 568Luzon LLC.
Renae Tvedt shall be a 50% owner in 568Luzon LLC

See also Regulations of 568Luzon LLC, Amendment #1

All members signed below agree to the above stated amendment.

Date: 6/2/2012

Signature: 
James Haggerty

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TALLAHASSEE, FLORIDA

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Regulations of 568Luzon LLC
Amendment #1

This is an amendment to the Regulations of 568Luzon LLC, Article 9 – Operating Agreement and Amendments made on June 2, 2012. The members in agreement are as follows:

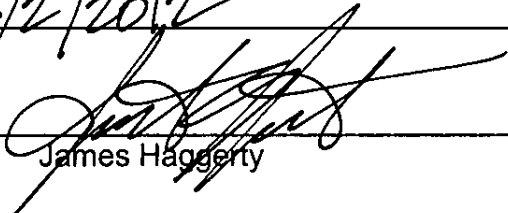
James Haggerty
Renae Tvedt

The Members agree to the following;

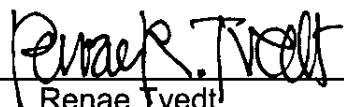
568Luzon LLC formally adopts a written Operating Agreement

All members signed below agree to the above stated amendment.

Date: 6/2/2012

Signature: 
James Haggerty

Date: 6/2/2012

Signature: 
Renae Tvedt

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568Luzon LLC Operating Agreement

This is a Limited Liability Company Operating Agreement (the "Agreement") made on June 2, 2012. The Members in this agreement are as follows:

James Haggerty
Rena Tvedt

The Members to this Agreement agree to the following:

Name:

This Limited Liability Company will be known as 568Luzon LLC (the "LLC").

The LLC:

- a) The Members have formed a Limited Liability Company.
- b) The terms and conditions of their LLC will be outlined in this Agreement.
- c) If the Agreement is executed, the LLC Operating Agreement will be in effect on June 2, 2012.
- d) The LLC will only be terminated as outlined in this Agreement.
- e) The LLC's primary place of business will be 507 Columbia Dr, Tampa, Florida, 33606.
- f) The LLC will be governed under the laws of the state of Florida.
- g) The LLC's primary purpose is rental property.

Contributions:

The Members will make an initial contribution to the LLC as follows:

James Haggerty : \$600.00 in cash.

Rena Tvedt: \$0.00

All capital contributions are final unless all Members give written consent of withdrawal. All contributions will be deposited into a joint capital account.

Interest:

The Members' ownership interest in the LLC will be as follows:

James Haggerty : 50%

Rena Tvedt: 50%

Costs:

The Members will share costs according to the following percentages:

James Haggerty : 50%

Rena Tvedt: 50%

Profits:

The Members will share the net profits of the LLC according to the following percentages:

James Haggerty : 50%

Rena Tvedt: 50%

- The Members' profit allocation will be accounted by James Haggerty according to the above percentages after the costs of the LLC have been paid or calculated according to the above cost percentages.
- Profit allocations will be distributed several times per year.

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- Each member must receive 100% of their profit allocation each year from the LLC, although percentages greater than the above listed may be distributed according to a member vote.
- The members are allowed to withdraw from their profit allocation at any time.
- All members will receive enough funds from the LLC to cover their income taxes for total profit allocation by the LLC.

Members and Managers:

- The liability of the Members is limited according to the Limited Liability statutes for the state of Florida.
- No Member shall be an agent of any other Member by reason of being a Member of the Company.
- All Members of the LLC, by majority vote of Member interest, will maintain 2 Managers to be reelected every year. All Members will vote in each election.
- Members that are not elected as Managers shall not have any control or vote in the operation of the Company's affairs and shall have no power to bind the Company.
- The Managers' authority will be defined by the following unless otherwise stated in the Agreement: All decisions for contract or otherwise will be made based on a majority vote of percent of ownership. Each Manager will have the authority based on their percent ownership outlined above in the Agreement.

Accounting:

- All accounts related to the LLC, including contribution and distribution accounts will be audited upon a majority vote of the Members.
- All Members will maintain a joint contribution account. All Members will maintain a joint distribution account. Members will keep accurate and complete books of account for all accounts related to the LLC. Any Member, whether majority or minority, will be allowed to review all books of account at any time they request.
- Accounting records will be kept on a cash basis.
- All financial records including tax returns and financial statements will be held at the LLC's primary business address and will be accessible to all members.
- The fiscal year will be complete on the last day of December of each year.
- All Members will present their position on the state of the LLC within two weeks of the completion of each fiscal year.
- The following Members will be able to sign checks from any joint Member account:

James Haggerty
Rena Tvedt

New Members:

The LLC will amend this agreement to include new Members upon the written and unanimous vote of all Members.

The name of the LLC may be amended if a new Member is added to the LLC upon the written and unanimous vote of all Members.

Withdrawal or Death:

The Members hereby reserve the right to withdraw from the LLC at any time. Should a Member withdraw from the LLC because of choice or death, the remaining Members will have the option to buy out the remaining shares of the LLC. Should the Members agree to buy out the shares, the shares will be bought in equal amounts by all Members. The Members will have 60 days to

decide if they want to buy the remaining shares together and disperse them equally. If all Members do not agree to buy the shares, individual Members will then have the right to buy the shares individually. If more than one Member requests to buy the remaining shares, the shares will be split equally among those Members wishing to purchase the shares. If all Members agree by unanimous vote, the LLC may choose to allow a non-Member to buy the shares thereby replacing the previous Member.

If no individual Member(s) finalize a purchase agreement by 60 days, the LLC will be dissolved. The name of the LLC may be amended upon the written and unanimous vote of all Members if a Member is successfully bought out.

Dissolution:

Should the LLC be dissolved by majority vote or otherwise, the LLC will be liquidated, and the debts will be paid. All remaining funds after debts have been paid will be distributed based on the percentage of ownership interest outlined in this Agreement.

Amendments:

- Amendments may be made hereto upon the unanimous and written consent of all Members.
- Amendments must be expressly written and have the original signatures of all Members.

Settling Disputes:

All Members agree to enter into mediation before filing suit against any other Member or the LLC for any dispute arising from this Agreement or LLC. Members agree to attend one session of mediation before filing suit. If any Member does not attend mediation, or the dispute is not settled after one session of mediation, the Members are free to file suit. Any law suits will be under the jurisdiction of the state of Florida.

All Members signed hereto agree to the above stated Agreement.

Signed this 2 day of JUNE, 2012

James Haggerty

Signature: _____

Signed this 2 day of JUNE, 2012

Renae Tvedt

Signature: _____