

LO9000029648

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

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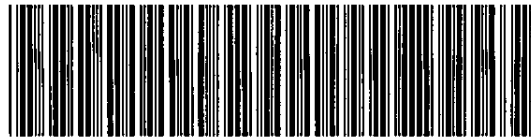
(Business Entity Name)

(Document Number)

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STATE OF
MISSISSIPPI

OCT 31 2014
S. YOUNG

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: CENTRAL REALTY GROUP AND PROPERTIES 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:

BERNARDINO J CASTORANI

Name of Person

CENTRAL REALTY GROUP AND PROPERTIES LLC

Firm/Company

12250 MENTA STREET, SUITE # 105

Address

ORLANDO, FL 32837

City/State and Zip Code

rgbbookkeeping@aol.com

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

For further information concerning this matter, please call:

GEORGE C DAHL

at (407) 309-0367

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

FILED
14 OCT 30 PM 3:17
TALLAHASSEE, FL
SECRETARY OF STATE

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF**

CENTRAL REALTY GROUP AND PROPERTIES LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on 03/26/2009

Florida document number L09000029648

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

The new name must be distinguishable and end with the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

New Registered Office Address:

Enter Florida street address

_____, Florida _____
City Zip Code

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

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

If Changing Registered Agent, Signature of New Registered Agent

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

MGR = Manager
AMBR = Authorized Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
MGRM	MEDINA, GERARDO	2135 SPICE AVE	<input type="checkbox"/> Add
		ORLANDO, FL 32837	<input checked="" type="checkbox"/> Remove
AMBR	CASTORANI, LIDA I	12250 MENTA STREET, SUITE # 105	<input type="checkbox"/> Add
		ORLANDO, FL. 32837	<input checked="" type="checkbox"/> Remove
MGR	HERNANDEZ VALDIVIA, L	12250 MENTA STREET, SUITE # 105	<input checked="" type="checkbox"/> Add
		ORLANDO, FL 32837	<input type="checkbox"/> Remove
			<input type="checkbox"/> Add
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			<input type="checkbox"/> Remove


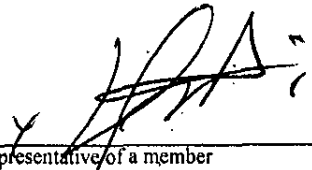
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D. If amending any other information, enter change(s) here: (Attach additional sheets, if necessary.)

See Attach

E. Effective date, if other than the date of filing: _____ (optional)
(The effective date must be specific, cannot be prior to date of receipt or filed date and cannot be more than 90 days after the date this document is filed by the Florida Department of State)

Dated _____


Signature of a member or authorized representative of a member
BERNARDINO J CASTORANI

J. A. HERNANDEZ VALDIVIA
Typed or printed name of signer

FILED
14 OCT 30 PM 3:17
CLERK OF COURT
JANUARY 1, 2015

REVISED ARTICLES OF ORGANIZATION FOR
CENTRAL REALTY GROUP AND PROPERTIES LLC FL
DOC # L 09000029648 AS OF OCTOBER 15,2014

THIS PARTNERSHIP AGREEMENT is made this 15th day of October 2014 by and between the following individuals.

First Member Information

Bernardino J. Castorani
12250 Menta Street, Suite # 105
Orlando, FL 32837

Second Member Information

Johnny Alexander Hernandez Valdivia
12250 Menta Street, Suite # 105
Orlando, FL 32837

NATURE OF BUSINESS. The use of existing CENTRAL REALTY GROUP AND PROPERTIES LLC, with Federal Identification Number 80-0377012, registered in the state of Florida (Document Number L09000029648) for the Purchase, Rental, Sale, property improvements and management of Real Estate, both commercial and residential and any other legal business agreed upon by both partners.

CAPITAL CONTRIBUTION. The value of the existing CENTRAL REALTY GROUP AND PROPERTIES LLC is set at \$ 800,000 (eight hundred thousand dollar).

Mr. Castorani will provide and invest his business structure; good will and experience of his existing company, as his \$ 400,000 contribution, and will own 50% of the combined partnership.

Mr. Hernandez Valdivia will provide a total of \$ 400,000 capital investment. The amount to be due as follows, \$ 25,000 already received to pay for all start up and negotiation cost of the partnership. This amount is not refundable as it is an administrative cost and used for all start up cost.

An additional amount of \$ 375,000 will be due and paid upon the signing of this partnership agreement. Mr. Hernandez Valdivia will own 50% of the combined partnership.

Any and all other persons appearing under Central Realty Group and Properties LLC will be removed from and will have no rights in this combined partnership. (refer to Florida Department of State).

Initials:

BJC JH

BJC

JAHV

The name CENTRAL REALTY GROUP AND PROPERTIES LLC is and will continue to be the property of Mr. Bernardino J Castorani. Mr. Bernardino J Castorani holds the copyright to the name CENTRAL REALTY GROUP AND PROPERTIES LLC.

In the event of a dissolution or closing of this partnership for any reason the company name with all its rights and responsibilities will revert back to Mr. Castorani in its entirety.

DAY-TO-DAY OPERATIONS. The partners shall provide their full-time services and best efforts on behalf of the partnership. Both partners will receive an equal monthly salary (to be agreed by both members) for services rendered to the partnership. Each partner shall have equal rights to manage and control the partnership and its business and all decisions shall be made and agreed to should there be differences between the partners concerning ordinary business matters unanimous vote. It is understood that the partners may elect one of the two partners to conduct the day -to-day business of the partnership.

Both partner will have equal rights to sign checks for operating costs, expenses, cash outlay with prior notification to other partner, and with agreement of both partners. The partners must unanimously agree in the use and distribution of profits.

TERM/TERMINATION. Should the partnership be terminated by unanimous vote, the assets and cash of the partnership shall be used to pay all creditor and outstanding loans with the remaining amounts to be distributed to the partners according to their proportionate shares.

DISPUTES. The partnership agreement shall be governed by the laws of the State of Florida. Any disputes arising between both partners as a result of this agreement shall be settled by arbitration in accordance the rules of the American Arbitration Association or by the proper court located in Orange County, Florida.

If any one portion, section or provision of this Agreement is found or held to be void, ineffective or otherwise unenforceable as a matter of law or fact, such portion, section or provision shall not operate or serve to nullify or void the entire Agreement. Instead, this Plaintiff intends that any such portion, section or provision shall be severed from this Agreement, having no effect upon the operation or enforceability of the remainder of this Agreement.

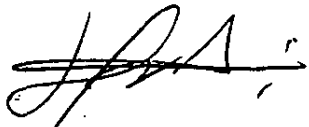
WITHDRAWAL/DEATH OF A PARTNER. In the event either partner withdraw or retires from partnership for any reason, including death, the remaining partner may continue to operate the partnership. The withdrawing partner shall be obligated to give ninety (90) days prior written notice of his intention to withdraw or retire and shall be obligated to sell any interest in the partnership. The remaining partner shall pay the withdrawing or retiring member or to their legal representative of the

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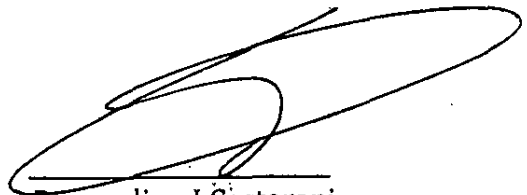
deceased or disabled partner the value of his interest in the partnership, or the sum of his capital account within six (6) months of his retirement or death, (b) any unpaid loans or profits due to him, (c) his proportionate share of accrued net profits remaining undistributed in his capital account.

NON-COMPETE AGREEMENT. A partner who retires or withdraws from the partnership shall not directly or indirectly engage in a business which is or which would be competitive with the existing or then anticipated business of the partnership for a period of three (3) years in all and any State where the partnership is currently doing or planning to do business.

IN WITNES WHEREOF, the partners have duly executed this Agreement on the day and year set forth hereinabove.




Johnny Alexander Hernandez Valdivia



Bernardino J Castorani

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Initials


BJC


JAHV