

L100000007598

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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PICK-UP

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WAIT

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MAIL

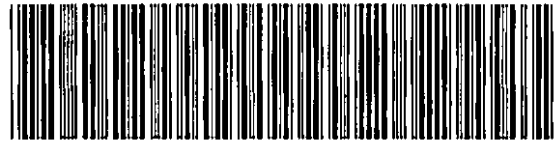
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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Office Use Only



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06/23/18--01021--023 +\$75.00

18 JUN 29 AM 10:49

J J EGGETT
JUN 02 2018

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Inversiones Cinco, 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:

Gonzalo Gomez

Name of Person

Agent

Firm/Company

15200 Park Row Drive # 634

Address

Houston, Texas. 77084

City/State and Zip Code

inversionescincolc@gmail.com

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

For further information concerning this matter, please call:

Gonzalo Gomez

832 404-0144
at ()

Name of Person

Area Code

Daytime Telephone Number

Enclosed is a check for the following amount:

- | | | | |
|--|--|--|--|
| <input checked="" type="checkbox"/> \$25.00 Filing Fee | <input type="checkbox"/> \$30.00 Filing Fee &
Certificate of Status | <input type="checkbox"/> \$55.00 Filing Fee &
Certified Copy
(additional copy is enclosed) | <input type="checkbox"/> \$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

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

Inversiones Cinco, 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 July 02, 2018 and assigned
Florida document number L10000007598.

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 contain the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

15200 Park Row Drive # 634

(Principal office address MUST BE A STREET ADDRESS)

Houston, Tx. 77084

Enter new mailing address, if applicable:

15200 Park Row Drive # 634

(Mailing address MAY BE A POST OFFICE BOX)

Houston, Tx. 77084

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:

7868 NW 109 Path,

Enter Florida street address

Doral

City

Florida 33178

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 Authorized Person(s) authorized to manage, enter the title, name, and address of each person 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>
MGR	Ruvico Ramirez		<input type="checkbox"/> Add
		15200 Park Row Drive # 634, Hi	<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
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			<input type="checkbox"/> Change

18 21 21 16 21 15

(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of:

Dated _____

ed or printed name of signee.

Typed or printed name of signee,

ASSIGNMENT OF MEMBERSHIP INTEREST IN
INVERSIONES CINCO, LLC

This Assignment Agreement (the "Agreement") is entered into by and between the Estate of Ruvico Ramirez, by and through his heirs Ida de Ramirez, Ileana Ramirez, Diana Ramirez, and Nestor Ramirez ("Assignor") and Ida de Ramirez, Ileana Ramirez, Diana Ramirez, and Nestor Ramirez ("Assignees").

RECITALS

WHEREAS, Assignor is a member in Inversiones Cinco, LLC, a Florida limited liability company (the "Company") established by the Articles of Organization dated January 21, 2010; and

WHEREAS, Assignor desires to assign its interest (the "Interest") in the Company to Assignee; and

WHEREAS, Assignees desire to obtain the Interest subject to the conditions and terms of this Agreement; and

WHEREAS, the remaining members in the Company (the "Members") intend to consent to the transfer of the Interest to Assignees, all of whom are existing members of the Company.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment of Interest. Assignor hereby assigns all of its right, title and interest in the Company, being a 20% share of the business and profits of the Company to Assignee.
2. Acceptance of Assignment. Assignees hereby accept the assignment of the Interest subject to the terms and conditions of this Agreement.
3. Release of Liability; Indemnification. The Members hereby relieve Assignor of any liability for any debts or other obligations of the Company arising from, related to, or in connection with the business or operations of the Company, and agree to indemnify and hold Assignor harmless from and against any claim, lawsuit or action at law or in equity threatened or filed by any creditor of the Company which seeks to name, or does name, Assignor as an obligor of any debt or obligation of the Company.
4. Future Profits; Future Liabilities. Assignees shall be entitled to receive, and shall receive, all future shares of profits or any distribution of assets of the Company

attributable to the Interest, and shall assume liability for a proportionate share of all future losses and liabilities of the Company.

5. Acceptance of Assignment. The Members understand, agree and consent to the assignment by Assignor of the Interest to the Assignees, and release Assignor from any additional liabilities incurred by the Company after the date of execution hereof.

6. Construction and Interpretation. This Agreement shall be construed and interpreted in accordance with the substantive laws of the State of Florida, including that State's codification of the Florida Revised Limited Liability Company Act, without reference to the principles of conflict of laws of such State.

7. Descriptive Headings. The descriptive headings of the several articles and sections contained in this Agreement are included for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

8. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which, for all purposes, is to be deemed as original, and all of which constitute, collectively, one agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

9. Effective Date. For all purposes hereof, this Agreement shall be deemed effective as of March 20, 2018.

ASSIGNEE:

The Estate of Ruvico Ramirez, by his heirs:



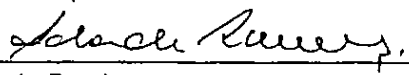
Ileana Ramirez

Date signed: 20/03/2018

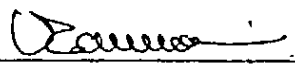
Date signed: 20 / 03 / 2018


Diana Ramirez

Date signed: 20-03-2018

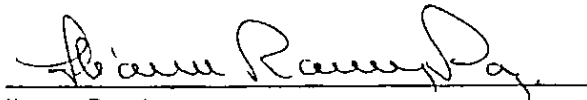

Ida de Ramirez

Date signed: 20 / 03 / 2018



Nestor Ramirez

Date signed: 20 / 03 / 2018

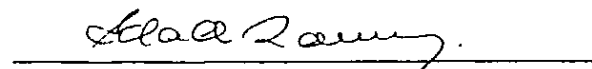
MEMBERS:


Ileana Ramirez

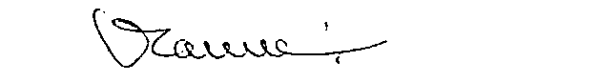
Date signed: 20/03/2018


Diana Ramirez

Date signed: 20-03-2018


Ida de Ramirez

Date signed: 20/03/2018


Nestor Ramirez

Date signed: 20-03-2018

UNANIMOUS CONSENT OF MEMBERS IN LIEU OF
SPECIAL MEETING OF
INVERSIONES CINCO, LLC

In accordance with Section 605.04073 of the Florida Revised Limited Liability Company Act, the undersigned, constituting the holders of all outstanding membership interests in Inversiones Cinco, LLC ("Company"), hereby adopt the following resolutions in lieu of a special meeting of the Members.

WHEREAS, Ruvico Ramirez, one of the initial members of the Company is deceased, having died on January 11, 2018, survived by his wife, Ida de Ramirez, and his children, Ileana Ramirez, Diana Ramirez, and Nestor Ramirez.

WHEREAS, the remaining members of the Company are the surviving spouse and children of Ruvico Ramirez, and as such are the sole heirs of Ruvico Ramirez.

WHEREAS, the remaining members of the Company wish for the Company to acquire all of the membership interest formerly held by Ruvico Ramirez, and for such interest to be distributed to the remaining members of the Company.

COMPANY ACQUISITION OF MEMBERSHIP INTEREST


RESOLVED, that the Company shall acquire the membership interest formerly held by Ruvico Ramirez. Pursuant to Article IV of the Articles of Organization of the Company, all Members consent to the assignment of the Interest to the Company. The effective date of such assignment shall be March 20, 2018 for all purposes.

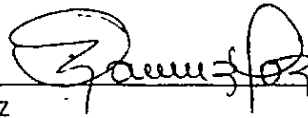
CONSENT AND CONFIRMATION

RESOLVED, that the signing of these minutes shall constitute full consent, confirmation, ratification, adoption and approval of the holding of the above meeting, the actions hereby taken, the resolutions herein adopted and waiver of notice of the meeting by the signatories.

This action by written consent may be signed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one instrument.

MEMBERS:


Ileana Ramirez



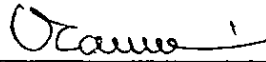
Diana Ramirez

Date signed: 20-03-2018



Ida de Ramirez

Date signed: 20/03/2018



Nestor Ramirez

Date signed: 20-03-2018

UNANIMOUS CONSENT OF MANAGERS IN LIEU OF
SPECIAL MEETING OF
INVERSIONES CINCO, LLC

In accordance with Section 605.04073 of the Florida Revised Limited Liability Company Act, the undersigned, constituting all of the Managers of Inversiones Cinco, LLC ("Company"), hereby adopt the following resolutions in lieu of a special meeting of the Managers.

AUTHORITY TO SELL COMPANY REAL PROPERTY

RESOLVED, that Andres Eduardo Gomez is authorized to sell the property located at 5925 Almeda Road, Unit 12501, Houston, Texas 77004, to sign all documents binding the Company in the sale of such property, and to take all such further acts as may be required with regard to such sale.

RATIFICATION OF TERMS OF SALE

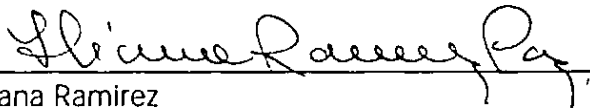
RESOLVED, that all terms of the sale, and all negotiations made on behalf of the company relating to the same, are hereby approved and ratified.

CONSENT AND CONFIRMATION

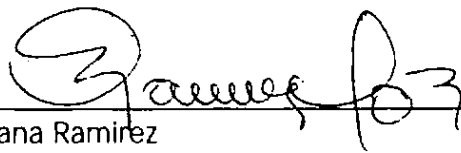
RESOLVED, that the signing of these minutes shall constitute full consent, confirmation, ratification, adoption and approval of the holding of the above meeting, the actions hereby taken, the resolutions herein adopted and waiver of notice of the meeting by the signatories.

This action by written consent may be signed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one instrument.

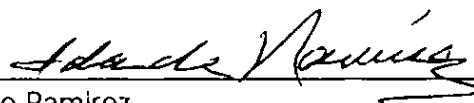
MANAGERS:


Ileana Ramirez

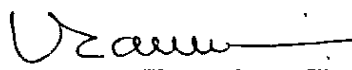
Date signed: 03/20/2018


Diana Ramirez

Date signed: 03-20-2018


Ida de Ramirez

Date signed: 03/20/2018


Nestor Ramirez

Date signed: 03/20/2018