

L10000066265

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

**A. LUNT**  
MAR 22 2010  
**EXAMINER**

Office Use Only



000196024650

03/01/11--01018--009 \*\*30.00

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

2011 MAR 21 PM 2:28

FILED



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

March 2, 2011

AUGUSTO SEGURA  
5 VILLAGE WAY  
PALM HARBOR, FL 34683

SUBJECT: GARAGE SALE LATINO LLC  
Ref. Number: L10000066265

We have received your document for GARAGE SALE LATINO LLC and your check(s) totaling \$30.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Chapter 608, Florida Statutes, does not allow limited liability companies to issue shares or stock. Consequently, limited liability company documents cannot contain any references/terms which may implicate otherwise. Please delete any references to terms such as "shares," "stock," "stockholders," "shareholders" or the like from your document.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6094.

Agnes Lunt  
Regulatory Specialist II

Letter Number: 111A00005221

## COVER LETTER

TO: Registration Section  
Division of Corporations

SUBJECT: GARAGE SALE LATINO 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:

Augusto Segura

Name of Person

Garage Sale Latino LLC

Firm/Company

5 Village Way

Address

Palm Harbor, Florida 34683

City/State and Zip Code

augusto.segura@garagesalelatino.com

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

For further information concerning this matter, please call:

Augusto Segura

Name of Person

at ( 727 )

946-0545

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

2011 MAR 21 PM 2:29  
TALLAHASSEE, FLORIDA  
SECRETARY OF STATE

FILED

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

**Garage Sale Latino 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 June 21, 2010 and assigned  
Florida document number L10000066265.

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)

2011 MAR 21 PM 2:28  
FILED  
CLERK OF DISTRICT COURT  
JACKSONVILLE, FLORIDA

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 608, 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 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>
			<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
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove

2011 MAR 21 PM 2:28  
FILED

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

Garage Sale Latino LLC is amending the articles of the LLC as follows:

(See attached additional four Articles)

Dated February 15, 2011

  
Signature of a member or authorized representative of a member

AUGUSTO SEGURA

Typed or printed name of signee

## **ARTICLE I COMPANY FORMATION AND REGISTERED AGENT**

1.1 FORMATION. The Members hereby form a Limited Liability Company ("**Garage Sale Latino, LLC**") subject to the provisions of the Limited Liability Company Act as currently in effect as of this date. A Certificate of Formation is filed with the Secretary of State of Florida.

1.2 NAME. The name of the Company shall be: **GARAGE SALE LATINO LLC**.

1.3 REGISTERED OFFICE AND AGENT. The location of the registered office of **Garage Sale Latino, LLC** shall be: 5 Village Way, Palm Harbor, FL, 34683.

1.4 PRINCIPAL PLACE OF BUSINESS. The location of the principal place of business of **Garage Sale Latino, LLC** shall be: **5 Village Way, Palm Harbor, Florida, 34683**.

1.5 BUSINESS PURPOSE. The purpose of **Garage Sale Latino, LLC**, is to engage in any lawful act or activity for which a Limited Liability Company may be formed under the Limited Liability statutes of the **State of Florida**.

Members will hold meetings as frequently as needed and agreed by all members.

1.6 TERM. The Company shall continue for an unlimited length of time unless dissolved by **Augusto Segura, Luis Daza and Carolina Lora**, and according to their voting rights.

Votes will be in proportion to Members ownership as follows:

Augusto Segura - two votes

Luis Daza - two votes

Carolina Lora - one vote

## **ARTICLE II OWNERSHIP**

2.1 OTHER VENTURES. The members agree to one third ownership for future ventures that may be under the umbrella of **GARAGE SALE LATINO LLC** or under a new corporation name. The terms outlined in this document only apply to the ownership of the website: [www.garagesalelatino.com](http://www.garagesalelatino.com) any other business ideas will be executed at one third ownership (benefits and liabilities).

2.2 Ownership in **GARAGE SALE LATINO LLC** will be expressed in percentages.

2.3 **GARAGE SALE LATINO, LLC** will be managed by the members.

2.4 **GARAGE SALE LATINO, LLC** members are as follows:

**President: Augusto Segura** - 5 Village Way, palm Harbor, FL 34683

**Vice President: Luis Daza** - 12313 Country White Cir, Tampa FL 33635

**Treasurer: Carolina Lora** - 5702 Dosina Lane #1 Tampa, FL 33615

## 2.5 MEMBERS RESPONSIBILITIES.

Augusto Segura – Marketing Strategy, Business Development

Luis Daza – Webpage functionality, Sales Strategy

Carolina Lora – Financial Records, Community Relations strategy

2.6 PERCENTAGES. The ownership percentage of the Garage Sale Latino website for each member is as follows:

**Augusto Segura - 40%**

**Luis Daza- 40%**

**Carolina Lora - 20%**

2.6.1 COMPENSATION. None of the members of **Garage Sale Latino, LLC** will be compensated in any way if they willingly leave the corporation within a three year period from the date these bylaws are approved and signed.

2.7 ADMISSION OF ADDITIONAL MEMBERS. Except as otherwise expressly provided in the Agreement, no additional members may be admitted to **Garage Sale Latino, LLC** unless it is in the best interests of the company, and the majority approval of according to the Members voting rights.

## ARTICLE III

### BUY/SELL AGREEMENT

3.1 BUY/SELL IF MEMBER LEAVES. If any member decides to leave after the three year period, they will be compensated according to the market value of **Garage Sale Latino, LLC** as of the date of resignation and according to the member's percentage. The value of the website will be determined by the average market value of three different experts in company appraisals. The value of the website shall be finalized within ninety days. The payment to the member shall be broken down in two payments. The first one three months from the day the company value is finalized and the second and last payment will be six months from the first payment. If the member is willing to accept different payment terms from the ones stated in this document, he/she shall sign a document describing such terms; such document shall be signed by all members.

3.2 BUY/SELL IF MEMBER BECOMES DECEASED. If a member of **Garage Sale Latino, LLC** becomes deceased, a meeting that includes the deceased's beneficiary shall be held so that the members can determine if the beneficiary is a good fit and wants to assume the deceased member's responsibilities in the company. If determined that the beneficiary is not a good fit, the beneficiary as outlined below, will be bought out by the remaining members. The compensation will be according to the market value of **Garage Sale Latino, LLC** and according to the member's percentage. The market value of the company will be determined by the average of three different expert company appraisers. The value of the website shall be finalized within ninety days. The payment to the beneficiary shall be broken down in two payments. The first one three months from the day the company value is finalized and the second and last payment will be six months from the first payment. If the beneficiary is willing to accept different payment terms from the ones stated in this document, he/she shall sign a document describing such terms; such document shall be signed by the members and the beneficiary.

## ARTICLE IV COMPANY INFORMATION

4.1 RECORDS. The Members shall keep at its principal place of business the following. The treasurer shall maintain electronic copies of the same documentation:

- (a) a copy of the Certificate of Formation and the Company Operating Agreement and all amendments;
- (b) copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;
- (c) copies of any financial statements of the limited liability company for the three most recent years.

4.2 BUDGET. All members shall approve the budget prior to its execution. All purchases must be approved by all members regardless of amount and receipts provided to the treasurer in order to maintain accurate financial records for tax and expense forecasting purposes.

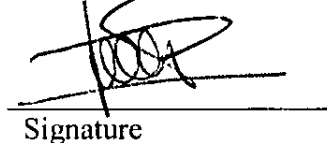
4.3 MODIFICATION. Any or all the terms outlined in this document may be amended only if all members agree and sign an amendment document.

Signed and Agreed this February 21st, 2011

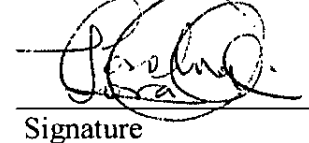
**Title: President**

  
Signature

**Title: Vice-President**

  
Signature

**Title: Treasurer**

  
Signature

Augusto Segura  
Print Name

**Augusto Segura**

Luis Daza  
Print Name

**Luis Daza**

Carolina Lora  
Print Name

**Carolina Lora**