

02/08/2013 12:28:00 3878521

Division of Corporations

#3428 P.001
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Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

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To:

Division of Corporations
Fax Number : (850) 617-6383

From:

Account Name : PAGIO'S & ASSOCIATES, LLC
Account Number : I20100000043
Phone : (305) 397-8553
Fax Number : (305) 397-8521

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: _____

LLC AMND/RESTATE/CORRECT OR M/MG RESIGN
BEEPCUPON, LLC

Certificate of Status	0
Certified Copy	0
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COVER LETTER**TO: Registration Section
Division of Corporations****SUBJECT: BEEPCUPON, 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:

Jorge D. Fiorda

Name of Person

BEEPCUPON, LLC

Firm/Company

201 South Biscayne Blvd, 28th Floor

Address

Miami, FL 33131

City/State and Zip Code

danielfiorda@hotmail.com

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

For further information concerning this matter, please call:

Jorge D. Fiorda

Name of Person

at (**305**) **290-6537**

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

BEEPCUPON, 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 10/02/2012 and assigned
Florida document number L12000126160

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 "LLC."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

201 South Biscayne Blvd, 28th Floor

Miami, FL 33131

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

201 South Biscayne Blvd, 28th Floor

Miami, FL 33131

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

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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	Hector M. Horlandy	1152 Tupelo Way	<input type="checkbox"/> Add
		Weston, FL 33327	<input checked="" type="checkbox"/> Remove
MGRM	Carolina C. Iannuzzi	201 South Biscayne Blvd, 28th Floor	<input checked="" type="checkbox"/> Add
		Miami, FL 33131	<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 preceding any other information, enter change(s) here: (Attach additional sheets, if necessary.)

Additional changes attached.

Dated February 07, 2013

Signature of a member or authorized representative of a member

Jorge D. Fiorda

Typed or printed name of signer

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Filing Fee: \$25.00

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Assignment of LLC Membership Right and Substitution of Member

THIS ASSIGNMENT OF BEEPCUPON, LLC MEMBERSHIP INTEREST (this "Assignment") is made and effective as of this 3rd, day of December 2012, by and among Héctor Manuel HORLANDY MIER with domicile at 561 Esmeralda street, 3^o floor, apartment "A" of the Autonomous City of Buenos Aires (hereinafter, the "Assignor"), Carolina Cecilia IANNUZZI with domicile at 424 Leandro N. Alem Avenue, 2^o floor, apartment "204" of the Autonomous City of Buenos Aires (hereinafter, the "Assignee"), and Jorge Daniel FIORDA with domicile at 424 Leandro N. Alem Avenue, 2^o floor, apartment "204" of the Autonomous City of Buenos Aires (the "Non-Transferring Member").

RECITALS:

WHEREAS, Assignor and the Non-Transferring Member constitute all of the members of BEEPCUPON, LLC a Florida Limited Liability Company (the "Company") formed pursuant to the laws of the State of Florida and to that certain Limited Liability Company Articles of Organization (State Document Number L12000126160), dated as of October 1, 2012;

WHEREAS, Assignor is the legal and beneficial owner of a 50% Membership Interest in the Company; and

WHEREAS, the Company does not have an Operating Agreement;

WHEREAS, Assignor wishes to transfer and assign his entire Membership Interest in the Company to Assignee and withdraw from the Company, and all of the members of the Company are agreeable to such transfer and withdrawal under the terms and conditions set forth below;

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

1. **Conveyance by Assignor.** Assignor hereby assigns, conveys, transfers and delivers to Assignee, its successors and assigns, all of Assignor's rights, title and interest in and to its entire Membership Interest in the Company. This assignment is absolute and irrevocable and includes all rights in and claims to any undistributed cash or distributions of any kind and all other rights or benefits of any nature allocable to the Membership Interest.

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2. **Acceptance by Assignee.** Assignee hereby accepts the foregoing assignment and transfer of the Membership Interest in the Company from Assignor.

3. **Representations and Warranties of Assignor.** Assignor hereby represents and warrants to Assignee that the Membership Interest transferred under this Assignment to Assignee is free and clear of all liens, claims, encumbrances and other restrictions of any kind; that Assignor has full right and legal authority to assign the Membership Interest to Assignee; and that the Membership Interest constitutes Assignor's entire ownership interest in the Company and Assignor has no other equity interests or rights to acquire additional interests in the Company. Assignor covenants to defend its title to the Membership Interest from claims originating prior to the date hereof. Assignor further agrees and acknowledges that upon the execution of this Assignment, Assignor shall withdraw from, cease to be a member of, and have no further rights or interest as a member in the Company.

4. **Execution of Documents.** Assignor and Assignee each agrees to perform any further acts and execute and deliver any further documents and forms reasonably required or requested by the other, by the Company, or by counsel for either of them or the Company that may be necessary to reflect the transfer to Assignee of all rights, title, and interest in and to Assignor's entire Membership Interest in the Company, and to cooperate with each other for the fulfillment of the terms of this Assignment.

5. **Consent to Transfer and Admission of Assignee as Member.** The Non-Transferring Member hereby approve and consent to the foregoing transfer to Assignee of Assignor's entire Membership Interest in the Company and, in connection therewith, hereby approve the admission of Assignee as a new member of the Company.

6. **Revised Membership Interest Percentages.** After giving effect to the transfer to Assignee of Assignor's entire Membership Interest in the Company, the members of the Company and their respective Membership Interest percentages are as follows:

Name of Member	Membership Interest Percentage
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Jorge Daniel FIORDA	50%
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Carolina Cecilia IANNUZZI	50%
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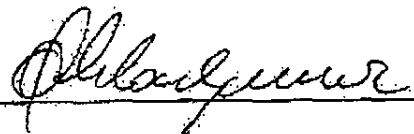
7. **Severability and Survival.** Each provision of this Assignment is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall, to the greatest extent possible, not affect the legality or validity of the remainder of this Assignment. All of the terms, representations, warranties, and other provisions of this Assignment shall survive and remain in effect after the date hereof.

8. **Successors and Assigns.** This Assignment shall bind and inure to the benefit of the transferees, successors, assigns, heirs, beneficiaries, executors, administrators, members, partners, shareholders, agents, employees, and representatives of each party hereto.

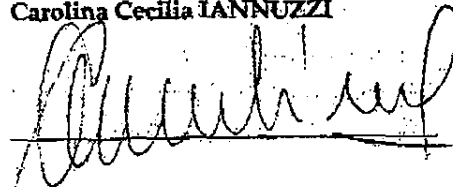
9. **Controlling Law.** This Assignment, including any rights, remedies, or obligations provided for hereunder, shall be construed and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, each of the undersigned parties has duly executed this Assignment, effective as of the day and year first written above.

Héctor Manuel HORLANDY MIER



Carolina Cecilia IANNUZZI



Jorge Daniel FORDA

