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(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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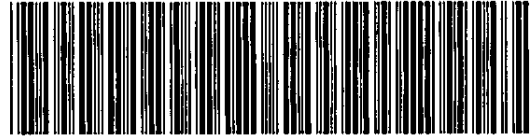
(Business Entity Name)

(Document Number)

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

Special Instructions to Filing Officer:

Office Use Only



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2016 JUL -1 P 12:51

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

JUN 05 2015  
D. BRUCE

## COVER LETTER

TO: Registration Section  
Division of Corporations

SUBJECT: V+E Logistic 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:

Diosa Castillo  
Name of Person

V+E Logistic LLC  
Firm/Company

654 Kenwick Cir #202  
Address

Cassd Berry FL, 32707  
City/State and Zip Code

V+Elogistics16@gmail.com  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Diosa Castillo at (407) 600-91208  
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

2016 JUL -1 PM 12:51  
TALLAHASSEE, FL  
STATE OF FLORIDA  
DIVISION OF CORPORATIONS

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

VTE Logistic 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 03-23-2015 and assigned Florida document number L15000051974

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:

(Principal office address MUST BE A STREET ADDRESS)

654 Kenwick Cir #202  
Casselberry FL 32707

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

654 Kenwick Cir  
Casselberry FL 32707

**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:

Diosa Castillo

New Registered Office Address:

654 Kenwick Cir #202  
Enter Florida street address  
Casselberry, Florida FL  
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.*

Diosa N Castillo

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	Diosa Castillo	654 Kenwick Cir 32707 FL	<input checked="" type="checkbox"/> Add
		Roldon Flores	<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
AMBR	Diego, Siu	654 Kenwick Cir FL 32707	<input checked="" type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
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STATE OF FLORIDA  
TALLAHASSEE COUNTY

FILED

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

purchased Business on 6-27-2016  
See Attached documents

2016 JUN 1 10 51  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED

E. Effective date, if other than the date of filing: 6-27-2016 (optional)

(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)

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of:  
(b) The 90th day after the record is filed.

Dated \_\_\_\_\_, \_\_\_\_\_

Diosa N Castillo

Signature of a member or authorized representative of a member

Diosa N Castillo

Typed or printed name of signee

**LLC MEMBERSHIP INTEREST PURCHASE AGREEMENT**  
**FOR V & E LOGISTICS, LLC**

**THIS AGREEMENT** was entered into on this 27th day of June 2016, between **V & E LOGISTICS, LLC**, a limited liability company organized and existing under the laws of Florida, with its principal place of business at 3955 Eternity Circle, St. Cloud, Florida 34772, referred to as seller-company, **ROLDAN FLORES**, of 3955 Eternity Circle, St. Cloud, Florida 34772, referred to as seller-member, and **DIOSA NIURKA CASTILLO**, of 654 Kenwick Cir. 202, Casselberry, Florida 32707, referred to as buyer.

**RECITALS**

- (1) Seller-member owns all of the membership interest of seller-company
- (2) Seller-company is engaged in the trucking business.
- (3) Buyer desires to acquire the seller-company's business, and, to this end, desires to acquire all of the membership interest of seller-company from seller-member on the terms and conditions set forth in this agreement.

Now, therefore, in consideration of the above, and of the mutual covenants contained in this agreement and other good and valuable consideration, it is agreed as follows:

**1. Sale of Membership Interest.**

On the terms and subject to the conditions set forth in this agreement, seller-member agrees to sell, transfer, assign and deliver to buyer, and buyer agrees to purchase, all of seller-member's interest in seller-company.

**2. Consideration for Membership Interest.**

On the terms and subject to the conditions set forth in this agreement, buyer agrees to pay to seller-member, as the purchase price of the seller-member's membership interest of seller-company, the sum of SEVENTEEN THOUSAND NINE HUNDRED AND TWENTY-FOUR DOLLARS AND TWENTY-SIX CENTS (\$17,924.26). The purchase price, shall be payable as follows:

- A. FIVE THOUSAND (\$5,000.00) dollars from buyer to seller-member at closing;
- B. TWELVE THOUSAND NINE HUNDRED AND TWENTY-FOUR DOLLARS AND TWENTY-SIX CENTS (\$12,924.26) by assumption of financing by buyer of 2007 Freightliner truck, VIN No. 1FVACWDC07HZ37532, owned by seller-company and financed by Mercedes-Benz Financial Services USA LLC, with Account No.: 500-0000432-001.

### 3. Closing.

The closing of the purchase and sale provided for in this agreement shall take place at the offices of My Law Solution, PA, located at 56 East Pine Street, 2nd, Orlando, Florida 32801 at 6:00 p.m. on the 27th day of June 2016, or at such other time and place as may be mutually agreed on by the parties, the time and date being referred to in this agreement as the closing date. At the closing, seller-member shall deliver to buyer a bill of sale for the membership interest. Upon the buyers' tender and seller-member's receipt of the FIVE THOUSAND (\$5,000.00) Dollars, seller-member shall deliver all membership interest and other instruments that may be necessary, desirable, or appropriate to transfer and assign to buyer all of the membership interest of seller-company. Buyer shall be responsible to pay any applicable documentary tax stamps attached.

### 4. Accounts Receivable of Seller-Company.

Seller-company and seller-member represent that seller-company does not know of any uncollected accounts receivable. However, if any such accounts receivable do exist and are collected thereafter the closing, then they shall be property of the seller-company.

### 5. Representations and Warranties of Seller-Member.

Seller-member represents and warrants to and agrees with buyer as follows:

(a) Seller-company is a limited liability company duly organized, validly existing, and in good standing under the laws of Florida, with full corporate power to carry on its business as now being conducted and to own and operate the properties and assets now owned and operated by it. Seller-company is duly qualified to transact business and in good standing in each jurisdiction where the ownership of its properties or the conduct of its business requires it to be licensed or qualified to do business. Seller-company has delivered to buyer a copy of its Articles of Organization, certified by the Secretary of State of Florida.

(b) Seller-company has no subsidiaries.

(c) One hundred percent of the membership interest of seller-company is vested with seller-member, **ROLDAN FLORES**, as of the date of this agreement. All of the membership interest of seller-company is validly issued, fully paid, and nonassessable. There are no options, warrants, or other agreements or commitments obligating seller-company to issue any additional membership interest or other securities.

(d) Seller-company has provided evidence of its operations as of the date of this agreement.

RF  
DC

(e) Seller-company has delivered to buyer a copy of the registration, copy of title, and financing information for 2007 Freightliner truck, VIN No. 1FVACWDC07HZ37532. Seller-company has performed all obligations required to be performed by it under the financing agreement and is not in default under the agreement.

(f) Seller-company has delivered to buyer a complete and accurate schedule, identified by reference as Exhibit "A," listing all equipment, furniture, fixtures, and other physical assets owned by seller-company as of the date of this agreement. Seller-company has delivered to buyer a complete and accurate schedule, identified by reference as Exhibit "B," listing all active company contracts.

(g) Seller-company has delivered to buyer a complete and accurate schedule, listing any trademark registrations, trademark applications, trade names, copyrights, and licenses owned or held by seller-company. Seller-company or seller-member own or hold all trademarks, copyrights, licenses, and other rights necessary for the conduct of its business. The conduct of seller-company's business does not conflict with or infringe any patent, trademark, trade name, copyright, or other rights of others.

(h) Seller-company has good and marketable title to all properties and assets used in its business as of the date of this agreement. The equipment of seller-company is in good operating condition and repair. No litigation, proceeding, or controversy is pending against seller-company before any court or any governmental agency and, to the knowledge of seller-member, no such litigation, proceeding, or controversy is threatened or anticipated. Seller-company has not violated any laws, regulations, or orders applicable to its business or activities.

(j) Seller-company has no known accounts payable other than financing by Mercedes-Benz Financial Services USA LLC, with Account No.: 500-0000432-001.

(k) Neither the execution nor the delivery of this agreement by seller-company and seller-member, nor the performance of any of their respective obligations under this agreement, will result in a breach or violation of any term or provision of or constitute a default under any indenture, mortgage, or other agreement or instrument to which either of them is a party.

(l) Seller-member has good title to all membership interest of seller-company to be sold by seller-member, with full right, power, and authority to sell and deliver the membership interest pursuant to this agreement. On delivery of the membership interest pursuant to this agreement, buyer will receive good and marketable title to the membership interest, free and clear of all liens, encumbrances, restrictions, equities, and any claims.

## **6. Representations and Warranties of Buyer.**

Buyer represents and warrants to and agrees with seller-company and seller-member as follows:

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(a) Buyer has the necessary capacity to enter into this agreement and carry out its obligations contemplated hereby, and this agreement constitutes a legal, valid and binding obligation of buyer, enforceable against buyer in accordance with its terms.

(b) Buyer warrants that there are no actions, suits, proceedings or investigations pending or, to the best knowledge of buyer, threatened, in any court or before any governmental agency or instrumentality against buyer which if determined adversely would have a material, adverse effect on the condition, financial or otherwise, of the business, operations or affairs of buyer taken as a whole.

(c) The execution, delivery, and performance of this agreement by buyer will not result in any breach of or violate or constitute a default under any agreement or instrument to which it is a party.

(d) Buyer has reviewed financing by Mercedes-Benz Financial Services USA LLC, with Account No.: 500-0000432-001, regarding freightliner truck and is satisfied that the financing will be assumed by Buyer on terms acceptable to Buyer. Additionally, Buyer assumes responsibility for any costs to transfer the registration and title, if any.

**(e) THAT, PRIOR TO THE CLOSING, BUYER HAS CONDUCTED ITS OWN DUE DILIGENCE AND INDEPENDENTLY EXAMINED TO BUYER'S COMPLETE SATISFACTION, THE VALUE OF SELLER-COMPANY AND ALL ITS ASSETS AND, EXCEPT FOR SELLER'S WARRANTIES SET FORTH IN THIS AGREEMENT, IS PURCHASING SAID STOCK SOLELY UPON BUYER'S INDEPENDENT EXAMINATION AT THAT TIME, WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, FROM SELLER AS TO THE VALUE, CONDITION AND/OR MERCHANTABILITY OF THE BUSINESS AND ITS ASSETS. BUYER AGREES THAT, FOLLOWING THE DATE OF POSSESSION, SELLER SHALL HAVE NO FURTHER RESPONSIBILITY OR LIABILITY TO BUYER RELATED TO THE CONDITION OF THE BUSINESS AND ITS ASSETS EXCEPT FOR A BREACH OF WARRANTIES SPECIFIED IN THIS AGREEMENT.**

**(f) THAT BUYER (I) HAS INDEPENDENTLY CONSULTED WITH BUYER'S OWN ATTORNEY AND ACCOUNTANT AND IS RELYING SOLELY UPON THEIR RESPECTIVE LEGAL, TAX AND/OR ACCOUNTING ADVICE FOR ALL ISSUES RELATED TO THIS TRANSACTION, AND (II) HAS INDEPENDENTLY INVESTIGATED AND EXAMINED TO BUYER'S COMPLETE SATISFACTION, THE VALUE AND UTILITY OF THE SELLER-COMPANY AND ALL ITS ASSETS TO THE BUYER AND (III) IS PURCHASING THE STOCK WITHOUT ANY STATEMENT, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, FROM SELLER, EXCEPT FOR THOSE SPECIFICALLY WRITTEN IN THIS AGREEMENT.**

## **7. Expenses**

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Each of the parties to this agreement shall bear the party's own expenses in connection with the transactions contemplated by this agreement.

#### **8. Broker**

The parties agree that no broker is involved in this transaction.

#### **9. Notices.**

Any notice or other communication or payment required or permitted to be given or made under this agreement shall be deemed to be properly given or made if deposited in the United States mail, registered and postage prepaid, return receipt requested, addressed to seller-company at 3955 Eternity Circle, St. Cloud, Florida 34772, seller-member at 3955 Eternity Circle, St. Cloud, Florida 34772, or to buyer at 654 Kenwick Cir. 202, Casselberry, Florida 32707.

#### **10. Choice of Law and Venue.**

This agreement shall be construed according to the laws of Florida. Venue for any disputes relating to this agreement shall be in a Court of competent jurisdiction in Orange County, Florida. In the event of legal action relating to this agreement, the prevailing party shall be entitled to collect from the non-prevailing party its reasonable attorney's fees and costs.

#### **11. Integration.**

This agreement embodies the entire agreement and understanding among the parties hereto and supersedes all prior agreements and understandings related to the subject matter herein.

#### **12. Severability.**

In the event any section or part of this agreement should be adjudged invalid, such adjudication shall in no manner affect the other sections which shall remain in full force and effect as if the section or exhibit so declared or adjudged invalid were not originally a part hereof unless the section so declared or adjudged invalid materially affects the consideration or obligation either party is entitled to receive or assume hereunder.

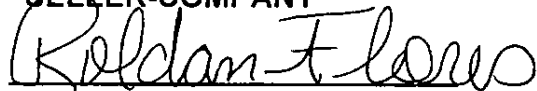
#### **13. Item Headings and Interpretation.**

The item headings contained in this agreement are for convenience only and shall in no manner be construed as a part of this agreement. In addition, any other information, including articles and summaries shall not affect in any way the meaning or interpretation of the text of this agreement.

RF  
DC

IN WITNESS WHEREOF, the parties have executed this agreement at the offices of My Law Solution, PA, located at 56 East Pine Street, 2<sup>nd</sup>, Orlando, Florida 32801 on the date first above written.

**"SELLER-COMPANY"**

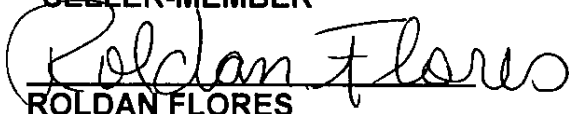


**V & E LOGISTICS, LLC**

**By its Member Manager**

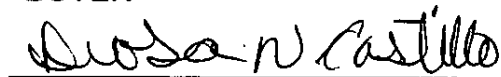
**ROLDAN FLORES**

**"SELLER-MEMBER"**



**ROLDAN FLORES**

**"BUYER"**



**DIOSA NIURKA CASTILLO**

**Exhibit "A"**

(Equipment, furniture, fixtures, and other physical assets)

2007 Freightliner truck, VIN No. 1FVACWDC07HZ37532

RT  
DC

**Exhibit "B"**  
(active company contracts)

Delivery Services Contract with XOPLastMile

RT  
DC

## **BILL OF SALE**

**KNOW ALL MEN OF THESE PRESENTS**, that **ROLDAN FLORES**, of 3955 Eternity Circle, St. Cloud, Florida 34772, party of the first part, for good and valuable consideration the receipt whereof is hereby acknowledged, to it paid **DIOSA NIURKA CASTILLO**, of 654 Kenwick Cir. 202, Casselberry, Florida 32707, party of the second part, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell transfer and deliver unto the said party of the second part, its successors and assigns, the following:

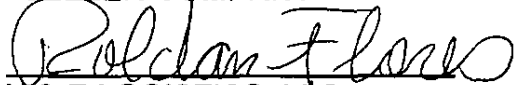
- (a) All the membership interest of **ROLDAN FLORES** in **V & E LOGISTICS, LLC**, a limited liability company organized and existing under the laws of Florida.

**TO HAVE AND TO HOLD** the same unto the said party of the second party, its successors and assigns forever.

**AND** they do, for their heirs, successors and assigns, covenants to an with it said party of the second part, it's successors and assigns, that they are the lawful owner of the said good and chattels, that they are free from all encumbrances, that he has good right to sell the same aforesaid, and that he will warrant and defend the sale of the said property, good, and chattels hereby made, unto the said party of the second part, its successors and assigns against the lawful claims and demand of all persons whomsoever.

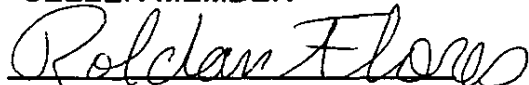
**IN WITNESS WHEREOF**, the undersigned have hereunto set their hands and seal this 27th day of June 2016.

**"SELLER-COMPANY"**



**V & E LOGISTICS, LLC**  
**By its Member Manager**  
**ROLDAN FLORES**

**"SELLER-MEMBER"**



**ROLDAN FLORES**

**"BUYER"**



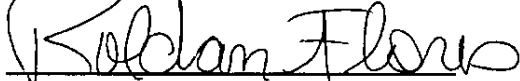
**DIOSA NIURKA CASTILLO**

**RECEIPT**

**KNOW ALL MEN OF THESE PRESENTS**, that **ROLDAN FLORES**, of 3955 Eternity Circle, St. Cloud, Florida 34772, party of the first part, received FIVE THOUSAND (\$5,0000.00) Dollars in United States currency from **DIOSA NIURKA CASTILLO**, of 654 Kenwick Cir. 202, Casselberry, Florida 32707, party of the second part, in exchange for all the membership interest of **ROLDAN FLORES** in **V & E LOGISTICS, LLC**, a limited liability company organized and existing under the laws of Florida.

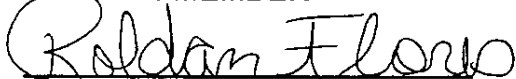
**IN WITNESS WHEREOF**, the undersigned have hereunto set their hands and seal this 27th day of June 2016.

**"SELLER-COMPANY"**



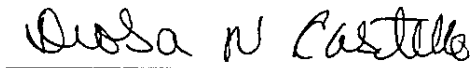
**V & E LOGISTICS, LLC**  
**By its Member Manager**  
**ROLDAN FLORES**

**"SELLER-MEMBER"**



**ROLDAN FLORES**

**"BUYER"**



**DIOSA NIURKA CASTILLO**

Please contact

Siege, Siu

407-259-5038