

**L15000139759**

\_\_\_\_\_  
(Requestor's Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

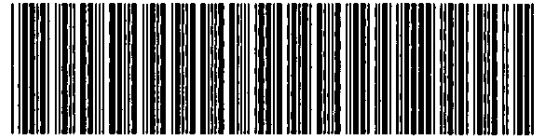
\_\_\_\_\_  
(Business Entity Name)

\_\_\_\_\_  
(Document Number)

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

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**FILED**

2017 MAR 20 P 3:05

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**S Warren**

**MAR 22 2017**

## COVER LETTER

**TO: Registration Section  
Division of Corporations**

**SUBJECT: CAMIONTRUCK DIESEL 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:

FEDERICO PONCE GODOY

Name of Person

CAMIONTRUCK DIESEL LLC

Firm/Company

10770 NW 138TH STREET, UNIT C-3

Address

HIALEAH GARDENS, FL 33018

City/State and Zip Code

PONCE937@GMAIL.COM

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

For further information concerning this matter, please call:

FEDERICO PONCE

at ( 954 )

681-3122

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

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

CAMIONTRUCK DIESEL, 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 AUGUST 14, 2015 and assigned  
Florida document number L15000139759.

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)

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

City

, Florida

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**

FILED  
3-051  
STATE  
FLORIDA  
SECRETARY  
JAN 14 2015

**MGR = Manager**  
**AMBR = Authorized Member**

21 ☒ Change  
22 ☐ Add  
23 ☐ Remove  
24 ☐ Change

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

PLEASE SEE ATTACHED ASSIGNMENT OF LIMITED LIABILITY COMPANY INTEREST AGREEMENT

EFFECTIVE 1/1/2016

E. Effective date, if other than the date of filing: 1/1/2016 (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 MARCH 15, 2017

  
Signature of a member or authorized representative of a member

FEDERICO PONCE GODOY

Typed or printed name of signee

2017 MAR 20 P 3:05  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED

## **ASSIGNMENT OF LIMITED LIABILITY COMPANY INTEREST AGREEMENT**

This Assignment Agreement (the "Agreement") is entered into this January 01, 2016, by and between FEDERICO PONCE GODOY of 1077 NW 138<sup>th</sup> St., Unit C-1, Hialeah Gardens, FL 33018 ("Assignor") and FP ENGINEERING INVESTMENT LLC, a Florida Limited Liability Company of 1077 NW 138<sup>th</sup> St., Unit C-1, Hialeah Gardens, FL 33018 ("Assignee").

### **Recitals**

A. WHEREAS, Assignor is a member in a limited liability company CAMIONTRUCK DIESEL LLC, a Florida Limited Liability Company (the "Company") established by an operating agreement executed on August 14, 2015 (the "Operating Agreement"); and

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

C. WHEREAS, Assignee desires to obtain the Interest subject to the conditions and terms of this Agreement; and

D. WHEREAS, the remaining members in the Company (the "Members") hereby consent to the admission of the Assignee to the Company as a member.

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 his right, title and interest in the Company, being a 50% share of the business and profits of the Company to Assignee.

#### **2. Acceptance of Assignment**

Assignee hereby accepts 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**

Assignee 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.

The Members understand, agree and consent to the assignment by Assignor of the Interest to the Assignee, and agree that Assignee shall participate in the management of the Company's affairs and the control of the business, and release Assignor from any additional liabilities incurred by the Company after the date of execution hereof.


**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 WHAT Act, without reference to the principles of conflict of laws of such State.**

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.

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.

For all purposes hereof, this Agreement shall be deemed effective as of the date first mentioned above.

ASSIGNEE:




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ASSIGNEE

## ASSIGNEE

STATE of FLORIDA  
COUNTY of BROWARD

This instrument was acknowledged before me on this 15 day of June 2016 by FEDERICO PONCE GODOY.

  
Notary Public



MEMBERS:

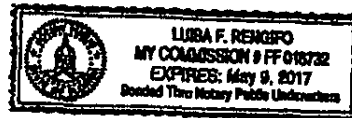
By: [Signature]

MEMBER 1

STATE of FLORIDA )  
COUNTY of BROWARD )

This instrument was acknowledged before me on this 15 day of June  
2016 by FIDERICHO PONCE GODOY.

[Signature]  
Notary Public



By: [Signature]

MEMBER 2

STATE of FLORIDA )  
COUNTY of BROWARD )

This instrument was acknowledged before me on this 15 day of June  
2016 by FIDERICHO PONCE MILANO, JR.

[Signature]  
Notary Public