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(Requestor's Name)

(Address)

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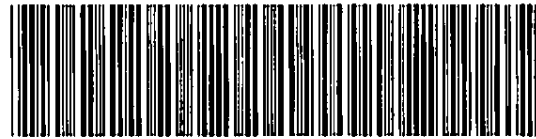
(Business Entity Name)

(Document Number)

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COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Safebound Logistics 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:

Michael Greco
Name of Person

Safebound Logistics LLC
Firm/Company

535 E. Lakewood Rd
Address

West Palm Beach, FL 33405
City/State and Zip Code

michael@safeboundlogistics.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Michael Greco at (561) 510-3060
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 Address:

Registration Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

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

Safebound Logistics 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 05/02/2016 and assigned Florida document number L16000085775.

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

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 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

MGR = Manager
AMBR = Authorized Member

AMBR = Authorized Member

[illegible]

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(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:

(b) The 90th day after the record is filed.

Dated November 20, 2019

Signature of a member or authorized representative of a member

Melrose Place

Typed or printed name of signee

MEMBERSHIP INTEREST REDEMPTION AGREEMENT

THIS MEMBERSHIP INTEREST REDEMPTION AGREEMENT (the "Agreement"), dated effective as of November __, 2019 (the "Effective Date"), is made and entered into between Mina Akladios (the "Member") and Safebound Logistics LLC, a Florida limited liability company (the "Company"). The Company and the Member are each sometimes referred to herein as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual promises and agreements herein and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties represent, warrant, and covenant as follows:

RECITALS

- A. The Company is engaged in the moving carrier business in Florida.
- B. The members (the "Members") of the Company are the Member, Michael Greco ("Greco") and Felipe Carvalho ("Carvalho"), each of whom owns a 33 1/3% interest (an "Ownership Interest") in the Company.
- C. The Members desire that the Company redeem the Member's Ownership Interest upon the terms, and subject to the conditions set forth in this Agreement.

ARTICLE 1

MEMBERSHIP INTEREST ACQUISITION AND CLOSING

1.1. Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place upon the execution of this agreement.

1.2. Acquisition and Sale of Membership Interest. At the Closing, the Member's "Ownership Interest") shall be redeemed by the Company in exchange for \$25,000 (Purchase Price).

1.3. Consideration For Sale of Membership Interest. On the Effective Date, the Company shall pay the Member the of \$25,000.

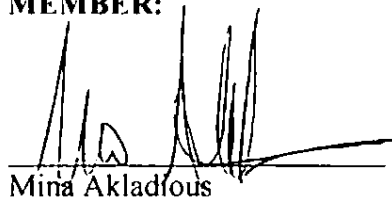
1.4. Withdrawal and Dissociation. The Member hereby withdraws and dissociates as a member of the Company pursuant to Section 605.0601(1), Florida Statutes (the "Withdrawal"), and the Company consents and agrees to such Withdrawal. Following the Withdrawal, the Member will not: (a) own any membership interests of the Company, (b) be a party to any operating agreement of the Company, or (c) be entitled to receive any distributions from, or share in any past or future profits of, the Company, except pursuant to foreclosure of the Pledge Agreement. The Parties agree to execute and file with the Florida Secretary of State the Statement of Dissociation in substantially the form attached hereto as Exhibit "E", pursuant to Section 605.0216, Florida Statutes. By virtue of such Withdrawal, the Member has agreed to release and relinquish all rights which the Member now has or may ever have had as an owner of Interests of the Company, except such as the Member may acquire by foreclosure of the Pledge Agreement.

1.5. Waiver. The Member acknowledges and agrees that the Member is not entitled to any future distributions or allocations from the Company, except such as the Member may acquire by foreclosure of the Pledge Agreement, and Member specifically and irrevocably waives all rights to such distributions and allocations, and to any claim by the Member of rights to or ownership of any Company property, intellectual property or other proprietary rights owned by the Company.

1.6. Taxes and Accounting. The 2019 Business Returns will be filed with all three members. Starting January 1, 2020, taxes going forward will only be in Michael and Felipe's names.


IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by each Party on the Effective Date and effective as of the Effective Date.

MEMBER:


Mina Akladious

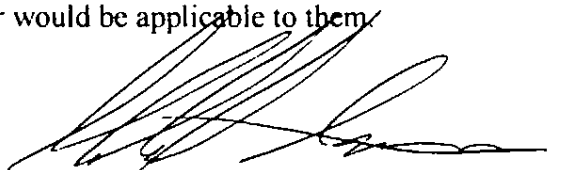
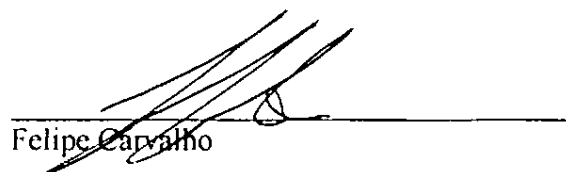
THE COMPANY:

SAFEBOUND LOGISTICS LLC


By: _____
Name: Michael Greco
Title: Manager

JOINDER

The undersigned members of the Company hereby join in and agree to be bound by the provisions of the foregoing Agreement which are or would be applicable to them.


Michael Greco
Felipe Carvalho