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(Requestor's Name)

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(City/State/Zip/Phone #)

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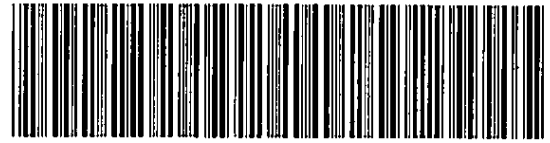
(Business Entity Name)

(Document Number)

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2019 AUG 29 A 10 33  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED

SEP 03 2018

T. LEWIS

## COVER LETTER

TO: Registration Section  
Division of Corporations

SUBJECT: BLUE JAGUAR, 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.

Daniel E. Rodriguez

\_\_\_\_\_  
Name of Person

BLUE JAGUAR, LLC

\_\_\_\_\_  
Firm/Company

18205 BISCAYNE BLVD, Suite 2205

\_\_\_\_\_  
Address

AVENTURA, FL 33160

\_\_\_\_\_  
City/State and Zip Code

upsala2010@aol.com

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

For further information concerning this matter, please call:

Daniel Rodriguez

305 873-9862

at (\_\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
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

### STREET/COURIER ADDRESS:

Registration Section  
Division of Corporations  
Clifton Building



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

August 19, 2019

DANIEL E RODRIGUEZ  
18205 BISCAYNE BLVD STE 2205  
AVENTURA, FL 33160

SUBJECT: BLUE JAGUAR, LLC  
Ref. Number: L16000104903

We have received your document for BLUE JAGUAR, LLC and check(s) totaling \$25.00. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

The document needs to be titled Articles of Amendment or Amended and Restated but not both.

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) 245-6050.

Tracy L Lemieux  
Regulatory Specialist II

Letter Number: 619A00016973

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

**FILED**

BLUE JAGUAR, LLC

(Name of the Limited Liability Company as it now appears on our records)  
(A Florida Limited Liability Company)

2019 JUN 20 A 10 33

The Articles of Organization for this Limited Liability Company were filed on 05/31/2016 and assigned  
Florida document number L16000104903

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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

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  
 AMB - Authorized Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
MGR	BLANCA PALOMO	2370 NE 184 TERRACE N. MIAMI BEACH, FL 33160	<input type="checkbox"/> Add
			<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
MGR	DANIEL E. RODRIGUEZ	21 SE 13 AVENUE FT. LAUDERDALE, FL 33301	<input checked="" type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
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			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change

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

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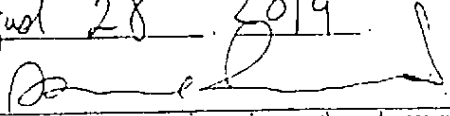
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E. Effective date, if other than the date of filing: \_\_\_\_\_ (optional)  
(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605 (207 (3)(b))  
**Note:** 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 August 28, 2019  
  
\_\_\_\_\_  
Signature of a member or authorized representative of a member  
Daniel Rodriguez  
\_\_\_\_\_  
Typed or printed name of signee

## **OPERATING AGREEMENT**

**SECOND AMENDED AND RESTATED OPERATING AGREEMENT  
OF  
BLUE JAGUAR LLC**

THIS OPERATING AGREEMENT effective as of the 07 day of AUGUST, 2019, by and among Natalia Denegri and Daniel Edgardo Rodriguez (the "Members") and BLUE JAGUAR LLC, a Florida limited liability company (the "Company").

**WITNESSETH:**

**WHEREAS**, the Company was organized by the filing of the Articles of Organization with the Secretary of State on or about May 31, 2016:

**WHEREAS**, the Members are the owners of interests in the Company in accordance with the allocation of interests set forth in Schedule A attached (the "Interests");

**WHEREAS**, the Members and the Company desire to enter into this Operating Agreement to set forth certain rights and obligations pertaining to the management, direction and operation of the Company's business, including the selection of the managers of the Company; and

**NOW THEREFORE**, in consideration of the premises aforesaid, all of the covenants, agreements, terms and conditions hereinafter set forth and the sum of One Dollar (\$1.00) and other good and valuable consideration paid by each of the parties to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. **RECITALS**. The foregoing recitals are true and correct and are incorporated herein by reference.

2. **CONFLICT**. This Agreement, to the extent that it is inconsistent with any other instrument governing the affairs of the Company, including, but not limited to the Company's Articles of Organization shall supersede such instrument to the fullest extent permitted by law. The parties hereto shall take any and all actions required to effect the foregoing supersedure. A copy of this Agreement shall also be filed at the Company's principal office.

3. **MANAGEMENT**.

a. **Management Power of Manager**. The Manager is hereby granted the right, power, and authority to do on behalf of the Company all things which are necessary or appropriate to manage the Company's affairs and fulfill the purposes of the Company. Any and all persons dealing with the Company shall have the right to rely upon the actions of the Manager to bind the Company by its actions or signature and the Manager need not obtain any written consent or approval from the Members to bind the Company. Only the Manager



manager, each manager is hereby granted authority to act individually and bind the company without the joinder of any other manager.

b. **Duties and Obligations of the Manager.** The Manager shall take all actions which may be necessary or appropriate for the continuation of the Company's valid existence as a limited liability company under the laws of the State of Florida and of each other jurisdiction in which such existence is necessary to protect the limited liability of the Members or to enable the Company to conduct the business in which it is engaged. The Manager shall at all times conduct its affairs and the affairs of the Company in such a manner that the Members will not have any personal liability with respect to any Company indebtedness.

c. **Reimbursement and Compensation of Manager.** The Manager shall be entitled to be reimbursed by the Company for out-of-pocket expenses incurred in its capacity as Manager in connection with the management of the Company and his business.

d. **Indemnification of the Manager and Members by the Company.** The Manager and the Members, and their respective Members, officers, directors and employees, each of the foregoing Persons referred to as a "Covered Person," shall be indemnified by the Company to the fullest extent permitted by law against losses, judgments, liabilities, expenses and amounts incurred or paid, including attorneys' fees, costs, judgments, amounts paid in settlement, fines, penalties and other liabilities, by the Covered Person in connection with any claim, action, suit or proceeding in which such Covered Person becomes involved as a party or otherwise, or with which such Covered Person shall be threatened, in connection with the acquisition of property or assets by the Company or the conduct of its business. Expenses incurred by any Covered Person in connection with the preparation and presentation of a defense or response to any claim, action, suit or proceeding shall be paid by the Company.

e. **Rights and Obligations of Members.** A Members shall take no part in the management or control of the Company's business, but may exercise the rights and powers of a Members under this Agreement and applicable law. A Members shall have no power to represent, act for, sign for or bind the Company. The Members hereby consents and agrees to the exercise by the Manager of the powers conferred on him by applicable law and this Agreement.

#### 4. APPOINTMENT AND REMOVAL OF MANAGER.

a. **Appointment of Manager.** The Members hereby appoints DANIEL E. RODRIGUEZ as the Manager who shall continue to serve as Manager until his retirement or earlier removal under this Agreement.

b. **Removal of Manager.** The initial Manager may be removed and replaced by the Members (or if there is more than one Members, by the vote of the Members holding a majority of ownership interests in the Company) at any time. A manager succeeding the initial Manager may be removed with or without cause as may be specified in a written instrument or contract between the Company and such manager.

5. **ENGAGEMENT OF THE MEMBERS AND ITS AFFILIATES.**

a. The Company may employ Affiliates of the Members to perform services for the Company in accordance with fair and reasonable compensation.

b. The Company shall reimburse Affiliates of the Members for reasonable out of pocket costs and expenses incurred in connection with the performance of services for the Company subject to the prior approval of the Company or its designated representative.

6. **TERMINATION.** This Agreement and the obligations and restrictions placed on and the undertakings agreed to by the Members (and the Manager) hereunder shall terminate (except for the indemnifications provided for herein) immediately upon the occurrence of any of the following:

a. A final decree of bankruptcy against the Company or a dissolution of the Company pursuant to the applicable laws of the state of its organization; or

b. The execution of an instrument by all of the parties to this Agreement pursuant to which such parties agree to terminate this Agreement

7. **NOTICES.** All notices, demands, requests, consents and approvals which may or are required to be given or made pursuant to any provisions of this Agreement shall be given or made in writing and shall be served personally or mailed by prepaid certified or registered mail, return receipt requested, by telecopier, hand delivery or overnight courier service, to the address of each of the parties hereto as set forth beneath their respective signatures on the execution page(s) of this Agreement or such other address as any of the parties may from time to time advise the other parties hereto by notice in writing. The date of receipt of any such notice, demand or request shall be deemed to be the date of giving of such notice, demand or request if delivered personally, or if mailed, as aforesaid, the fifth (5<sup>th</sup>) day of business following the date of such mailing, provided that if any such notice, request, demand or other communication shall have been mailed and if regular mail service shall be interrupted by strikes or other irregularities, such notices, requests, demands or other communications shall be deemed to have been received five (5) business days following the resumption of normal mail service.

8. **MISCELLANEOUS.**

a. **Governing Law.** The parties acknowledge that this Agreement has been executed and delivered in the State of Florida and shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

b. **Binding Effect; No Assignment.** This Agreement shall be binding upon the parties hereto, their heirs, administrators, successors and assigns. No party may assign or transfer its Interests herein, or delegate its duties hereunder, without the written consent of the other party. Any assignment or delegation of duties in violation of this provision shall be null and void.