

P000000 73266

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

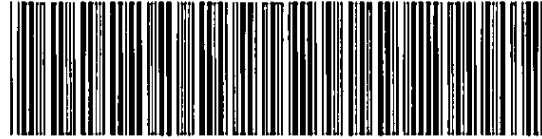
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



000330117840

06/06/19--01004--013 **43.75

FILED
19 JUN -6 11 08:11
JUN 10 2019

JUN 20 2019
S. YOUNG

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: JUSTO AUTO INSURANCE SERVICE CORPORATION

DOCUMENT NUMBER: P00000073266

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

EVELYN MARTINEZ

Name of Contact Person

JUST ISURANCE SERVICE

Firm/ Company

28927 S DIXIE HWY

Address

HOMESTEAD FL 33033

City/ State and Zip Code

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

For further information concerning this matter, please call:

EVELYN MARTINEZ at (786) 226-6415
Name of Contact Person Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> \$35 Filing Fee | <input checked="" type="checkbox"/> \$43.75 Filing Fee &
Certificate of Status | <input type="checkbox"/> \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed) | <input type="checkbox"/> \$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy
is enclosed) |
|---|---|---|--|

Mailing Address

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Articles of Amendment
to
Articles of Incorporation
of

JUSTO AUTO UNSURANCE SERVICES CORP

(Name of Corporation as currently filed with the Florida Dept. of State)

P00000073266

(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

N/A

The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.," or the designation "Corp.," "Inc.," or "Co.". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."

B. Enter new principal office address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

C. Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent _____

(Florida street address)

New Registered Office Address: _____

(City)

Florida

(Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change. Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

☒ Change PT John Doe

☐ Remove V Mike Jones

☒ Add SV Sally Smith

Type of Action (Check One)	Title	Name	Address
1) <input type="checkbox"/> Change	<u>P</u>	<u>EVELYN MARTINEZ</u>	<u>28931 S DIXIE HWY</u>
<input type="checkbox"/> Add			<u>HOMESTEAD, FL 33033</u>
<input checked="" type="checkbox"/> Remove			
2) <input type="checkbox"/> Change	<u>P</u>	<u>JOCELYN OLLER</u>	<u>28927 S. DIXIE HWY</u>
<input checked="" type="checkbox"/> Add			<u>HOMESTEAD, FL 33033</u>
<input type="checkbox"/> Remove			
3) <input type="checkbox"/> Change	<u>P</u>	<u>ODILIA PEGUERO</u>	<u>28927 S. DIXIE HWY</u>
<input checked="" type="checkbox"/> Add			<u>HOMESTEAD, FL 33033</u>
<input type="checkbox"/> Remove			
4) <input type="checkbox"/> Change			
<input type="checkbox"/> Add			
<input type="checkbox"/> Remove			
5) <input type="checkbox"/> Change			
<input type="checkbox"/> Add			
<input type="checkbox"/> Remove			
6) <input type="checkbox"/> Change			
<input type="checkbox"/> Add			
<input type="checkbox"/> Remove			

E. If amending or adding additional Articles, enter change(s) here:

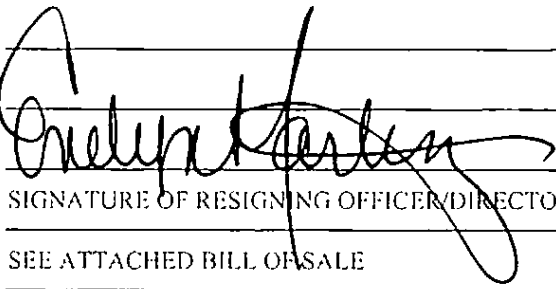
(Attach additional sheets, if necessary). (Be specific)

I EVELYN MARTINEZ, HEREBY RESIGN AS PRESIDENT, TREASURER, AND DIRECTOR OF

JUSTO AUTO INSURANCE SERVICES CORP. A CORPORATION ORGANIZED UNDER THE LAW

OF FLORIDA AND AFFIRM THAT THE CORPORATION HAS BEEN NOTIFIED IN WRITING OF

THE RESIGNATION.



SIGNATURE OF RESIGNING OFFICER/DIRECTOR/PRESIDENT

SEE ATTACHED BILL OF SALE

F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares,
provisions for implementing the amendment if not contained in the amendment itself:

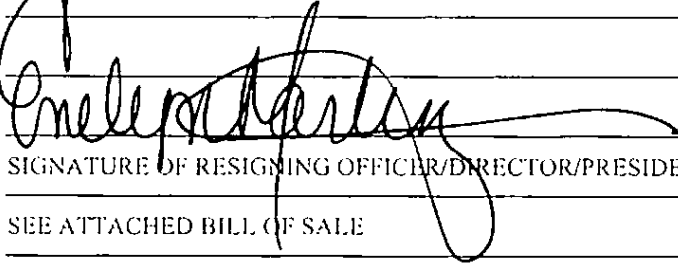
(if not applicable, indicate N/A)

I EVELYN MARTINEZ, HEREBY RESIGN AS PRESIDENT, TREASURER, AND DIRECTOR OF

JUSTO AUTO INSURANCE SERVICES CORP. A CORPORATION ORGANIZED UNDER THE LAW

OF FLORIDA AND AFFIRM THAT THE CORPORATION HAS BEEN NOTIFIED IN WRITING OF

THE RESIGNATION.



SIGNATURE OF RESIGNING OFFICER/DIRECTOR/PRESIDENT

SEE ATTACHED BILL OF SALE

MAY 21 2019

The date of each amendment(s) adoption: _____, if other than the date this document was signed.

Effective date if applicable: MAY 21 2019

(no more than 90 days after amendment file date)

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.

Adoption of Amendment(s) (CHECK ONE)

☒ The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

☐ The amendment(s) was/were approved by the shareholders through voting groups. The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):

"The number of votes cast for the amendment(s) was/were sufficient for approval

by _____."
(voting group)

☐ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.

☐ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Dated

Signature

(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

EVELYN MARTINEZ

(Typed or printed name of person signing)

PRESIDENT

(Title of person signing)

CLOSING STATEMENT

BUYERS: ODILIA PEGUERO and JOCELYN OLLER

SELLER: EVELYN P. MARTINEZ

SUBJECT: 100% INTEREST IN JUSTO AUTO INSUARANCE SERVICES, CORP., a
Florida Corporation

=====

	<u>SELLER</u>	<u>BUYER</u>
Purchase Price:	\$60,000.00	
Deposit with Seller:	30,000.00	
Cash to Close		\$30,000.00
TOTAL:	\$30,000.00	\$30,000.00

The parties agree that any and all prorations not specified in this statement will be made between themselves and agree to cooperate in ascertaining same.

In addition, both parties agree to fully cooperate and adjust for any clerical errors, omissions, mistakes or corrections required on any other documentation executed and/or delivered in connection with this transaction, if required by either party, or their respective attorneys/accountants. Therefore, either party shall, forthwith upon demand, execute or re-execute and deliver further documents required by the other party in order to comply with the foregoing. There is a debt with the IRS debt owed by JUSTO AUTO INSURANCE SERVICES CORP., with an approximate amount of \$12,000.00, and Seller individually agrees to pay said amount in full and indemnify and hold harmless the Buyers.

It is agreed and understood that ADRIAN D. FERRADAZ, ESQ. has only represented the buyers, ODILIA PEGUERO and JOCELYN OLLER, in this transaction.

We have read the foregoing statement and hereby approve the same.

Dated: 5/21/19

BUYERS:

ODILIA PEGUERO

JOCELYN OLLER

SELLER:

EVELYN P. MARTINEZ

SELLER: EVELYN P. MARTINEZ

BUYERS: ODILIA PEGUERO and JOCELYN OLLER

RE: STOCK PURCHASE AGREEMENT OF THE BUSINESS KNOWN AS JUSTO AUTO
INSURANCE SERVICES, CORP., a Florida Corporation
PROPERTY ADDRESS: 28931 S. Dixie Hwy., Miami, FL 33033

DISCLAIMER

The undersigned parties hereby acknowledge and agree that ADRIAN D. FERRADAZ, Esquire advised the parties that in reference to the above-cited transaction of the following:

That ADRIAN D. FERRADAZ represented the buyers, ODILIA PEGUERO and JOCELYN OLLER, in this transaction, and the seller has been advised to retain counsel of her choosing, but have decided not to be represented by counsel. The contract was negotiated by the Seller and the Buyers. ADRIAN D. FERRADAZ has only prepared the Stock Purchase Agreement and the seller's closing documents, as per their request and instructions.

Having read and understood the above stated, we, the undersigned, acknowledge that we have been explained same by ADRIAN D. FERRADAZ, ESQ. and release him and hold him harmless from any obligations pertaining to the above-cited transaction.

Dated: 5/21/19



Evelyn P. Martinez

Odilia Peguero

Jocelyn Oller

AUTO
Em DP

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that, EVELYN P. MARTINEZ, as party of the first part and 100% owner of the OUTSTANDING SHARES OF THE CORPORATION operating and doing business as JUSTO INSURANCE SERVICES, located at 28931 S. DIXIE HWY., HOMESTEAD, FLORIDA 33033, for and in consideration of the sum of \$60,000.00 (SIXTY THOUSAND DOLLARS), lawful money of the United States, to be paid by ODILA PEGUERO and JOCELYN OLLER, as party of second part, the receipt whereof is hereby acknowledged have granted, bargained, sold, transferred and delivered and by these presents do grant, bargain, sell, transfer and deliver unto the second party, their heirs, executors, administrators and assigns, the following goods and chattels:

AS PER CONTRACT FOR STOCK PURCHASE AGREEMENT DATED MAY 16th, 2019. ALL OUTSTANDING SHARES OF THE CORPORATION ~~JUSTO INSURANCE SERVICES, CORP.~~, INCLUDING, BUT NOT LIMITED TO, ALL LEASEHOLD INTEREST, IMPROVEMENTS, TELEPHONE NUMBERS, FURNISHING, FIXTURES, EQUIPMENT, MERCHANDISE, FILES, CLIENTS, CLIENTS LIST, BOOK OF BUSINESS, INVENTORY, DOMAIN, EMAIL ADDRESSES, FICTITIOUS NAME, CORPORATE BOOK, TRADE NAME, LICENSES AND SUPPLIES LOCATED AT 28931 S. DIXIE HWY., HOMESTEAD, FL 33033.

Justo Auto Insurance Services
Corp DBA Just Insurance
Services
Em DP

SALES PRICE

\$60,000.00
=====

TO HAVE AND TO HOLD the same unto the second party, their executors, administrators and assigns forever.

AND they, for themselves and their heirs, executors, administrators, covenants to with the said parties of the second part, their executors, administrators and assigns, that show is the lawful owner of the said goods and chattels; that they are free from all encumbrances; that they have good right to transfer the same aforesaid, and that they will warrant and defend they transference of the said property, goods and chattels hereby made, unto the said parties of the second part, their executors, administrators and assigns against the lawful claims and demands of all persons whomsoever. IN WITNESS WHEREOF the parties hereunto set their hands and seals this 21 day of May, 2019. Signed and delivered by:

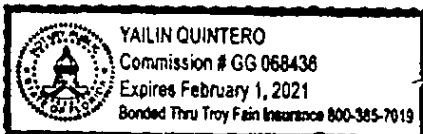
SELLER:

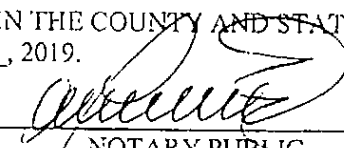

EVELYN P. MARTINEZ

STATE OF FLORIDA
COUNTY OF MIAMI DADE

I HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 22 DAY OF May, 2019, BY EVELYN P. MARTINEZ, WHO PRODUCED FLORIDA DRIVER'S LICENSE, AS PERSONAL IDENTIFICATIONS AND WHO DID TAKE AN OATH. WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE AFORESAID ON THIS 22 DAY OF May, 2019.

NOTARY SEAL:




NOTARY PUBLIC
STATE OF FLORIDA

MINUTES OF SPECIAL MEETING OF STOCKHOLDERS
OF JUSTO AUTO INSURANCE SERVICES, CORP.

A meeting of stockholders of JUSTO AUTO INSURANCE SERVICES, CORP., was held on May 21 2019, at 4.00 a.m./p.m.

EVELYN P. MARTINEZ called the meeting to order. Present was: EVELYN P. MARTINEZ, ODILIA PEGUERO and JOCELYN OLLER.

EVELYN P. MARTINEZ then read to the meeting a Waiver of Notice of Special Meeting of Stockholders subscribed by all of the stockholders of the company.

EVELYN P. MARTINEZ announced that the purpose of the meeting was to discuss her resignation as President, Director and Secretary, the sale/transfer of her 100% of the shares of the stock of the company, effective as of May 21, 2019, ODILIA PEGUERO and JOCELYN OLLER, presently owned by her, one hundred percent of the shares (100%) shares, at the sales price of \$60,000.00 to be paid at the closing date, as per Stock Purchase Agreement executed by the parties on May 16th, 2019.

The following resolution was unanimously adopted:

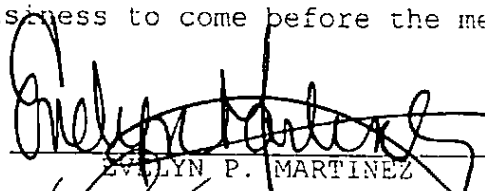
"RESOLVED that the resignation of EVLYN P. MARTINEZ is hereby ratified."

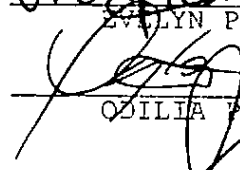
"RESOLVED that the sale/transfer of 100% of all shares of stock to ODILIA PEGUERO and JOCELYN OLLER, 100% shares, is hereby ratified."

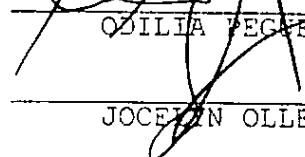
"ALSO RESOLVED that the nominations of ODILIA PEGUERO as President/Treasurer/Director and Registered Agent; AND the nomination of JOCELYN OLLER, as President are hereby accepted."

There being no further business to come before the meeting, the same was adjourned.

Dated: 5/21/19, 2019



EVELYN P. MARTINEZ


ODILIA PEGUERO


JOCELYN OLLER

WAIVER OF NOTICE OF SPECIAL
MEETING OF SHAREHOLDERS AND DIRECTORS OF
JUSTO AUTO INSURANCE SERVICES, CORP.

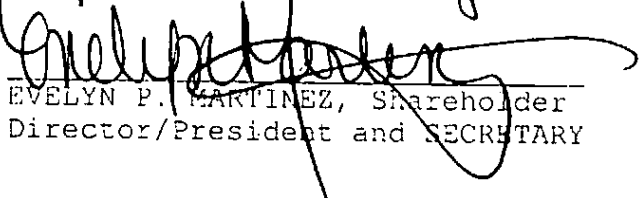
We hereby constitute the directors of the above-named Florida corporation and do hereby waive notice of the special meeting of directors of the aforesaid corporation.

Furthermore, I hereby agree that said meeting shall be held at 4:00 A.M./P.M., on May 21, 2019, at the following place:

782 NW LeJEUNE ROAD, SUITE 637, MIAMI, FLORIDA 33126

We do hereby affix our names to show the waiver of notice of said meeting.

DATED: 21st day of May 2019.



EVELYN P. MARTINEZ, Shareholder
Director/President and SECRETARY

CREDITORS' AFFIDAVIT

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

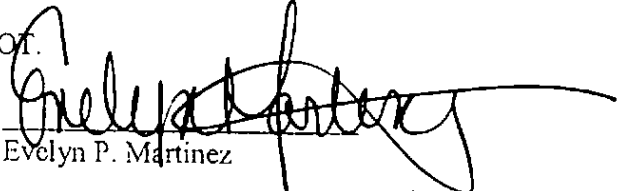
BEFORE ME, the undersigned authority personally appeared Evelyn P. Martinez, who being by me first duly sworn, on oath, state:

1. That Evelyn P. Martinez, as President/Director of JUSTO AUTO INSURANCE SERVICES CORP., a Florida Corporation, as Owners/operators of a certain business known as JUSTO AUTO ISNURANCE SERVICES CORP, a Florida Corporation, located at 28931 s. Dixie Hwy, Homestead, FL 33030, state that within the last three (3) years the corporation has used no other business name and/or address than the above. DBA Just Insurance Services
EM JO
OP
2. That the assets of the above-described business are free and clear of all liens, debts, taxes, encumbrances, financial statements, UCC-1's, mortgages, except for the IRS debt owed by JUSTO AUTO INSURANCE SERVICES CORP., with an approximate amount of \$12,000.00, and Seller individually agrees to pay said amount in full, and claims of every kind, nature and description whatsoever, except for personal property taxes for the year 2019, which are not yet due and payable.
3. That there are no creditors to whom JUSTO AUTO INSURANCE SERVICES, CORP., a Florida corporation, except for the IRS debt owed by JUSTO AUTO INSURANCE SERVICES CORP., with an approximate amount of \$12,000.00, and Seller individually agrees to pay

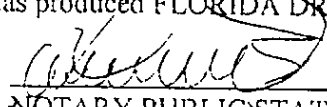
said amount in full, is indebted in the operation of the aforesaid business.

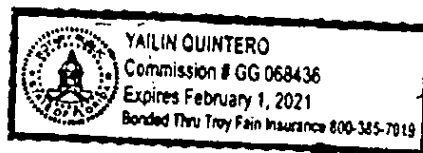
4. That in the operation of said business Affiant has complied in all respects with the sales tax law of the State of Florida.
5. That this Affidavit is made for the purpose of inducing ODILIA PEGUERO and JOCELYN OLLER, to purchase the stock of the corporation.

FURTHER AFFIANTS SAYETH NOT.


Evelyn P. Martinez

The foregoing instrument was acknowledged before me on this 22 day of March, 2019, by Evelyn P. Martinez, who has produced FLORIDA DRIVER'S LICENSE, as identification.


NOTARY PUBLIC STATE OF FLORIDA



BULK SALES TRANSFER AFFIDAVIT

STATE OF FLORIDA)

)SS

COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, personally appeared Evelyn P. Martinez, who being first duly sworn, states:

1. That I am the President of JUSTO AUTO INSURANCE SERVICES, CORP., a Florida Corporation, which is a party to a contract for sale and purchase of business, dated May 31, 2019, between Evelyn P. Martinez, as seller, and Odilia Peguero and Jocelyn Oller, as buyers:

2. This Affidavit is made pursuant to the terms and provisions of Section 6-104 of the Florida Uniform Commercial Code (F.S.A. 676.104) and is furnished to the buyers in connection with the sale and transfer described and referred to in the above referred to contract.

3. That the owner(s) of JUSTO AUTO INSURANCE SERVICES, CORP., in the operation of such business complied with all respects with the sales tax laws of the State of Florida and that know(s) of no violations or laws, regulations or municipal ordinances pertaining to said premises or property.

4. That no improvement or repairs were made on the items of tangible property set forth in the attached Schedule hereto during the previous 90 days for which payment has not been made, nor are there any mechanics liens or unpaid bills of labor or bills including professional services incurred in the connection with such property or at the premises located at 28931 S. Dixie Hwy., Homestead, FL 33033.

5. That no judgments or decrees have been entered in any court of the State of America against said business which remains unsatisfied.

6. That Transferor is familiar with the nature of the penalties for perjury under the laws of the State of Florida.

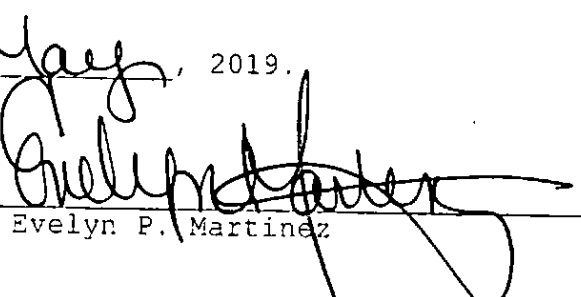
7. That during the past three years the Transferor, so far as is known has had and use no other business name and address that above described.

8. The following is a true, complete and accurate list of all the creditors of affiants and all persons who, to the knowledge of affiants, assert or have claimed to assert one or more claims against affiant, together with the correct business address of each such creditor or claimant and the amounts due and owing to such creditors or claimants when known:

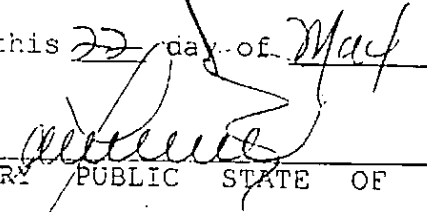
NAME OF CREDITOR	CLAIM AMOUNT	ADMITTED/DISPUTED
------------------	--------------	-------------------

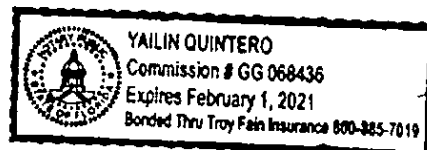
IRS	Approximately \$12,000.00	
-----	---------------------------	--

Dated this 21st day of May, 2019.


Evelyn P. Martinez

SWORN TO AND SUBSCRIBED before me this 22 day of May, 2019.


NOTARY PUBLIC STATE OF FLORIDA



AGREEMENT NOT TO COMPETE

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, by and between EVELYN P. MARTINEZ, hereinafter referred to as Seller, and ODILIA PEGUERO and JOCELYN OLLER, hereinafter referred to as Buyer;

WITNESSETH that:

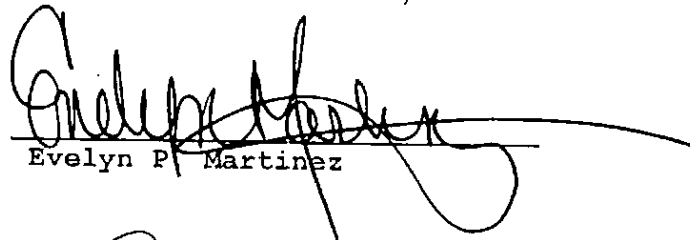
For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration and of the terms, the mutual covenants contained in that certain Contract for Stock Purchase Agreement, dated as of May 21 2019, the parties hereto agree as follows:

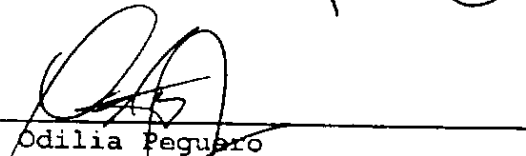
The Seller hereby promises and agrees not to engage in a similar type of business as above sold, directly or indirectly, individually, with a partner or through any corporation within a radius of twenty Five (25) miles from above stated location for a period of two (2) years from the date of the sale, except existing business known as JUSTO AUTO INSURANCE SERVICES, located at 228931 s. Dixie Hwy., Homestead, FL 33033.

This Agreement not to compete is being made an integral and essential part of the sale of the said business.

It is further agreed that in the event that the "Seller" violates any of the covenants contained herein, "Purchaser" shall be reimbursed for any and all attorney's fees and court costs incurred in the protection of the legal rights contained in this Agreement.

Witness our hands and seals this 21 day of May, 2019.


Evelyn P. Martinez

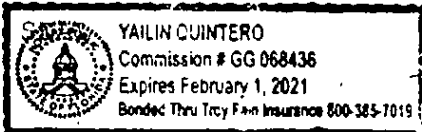

Odilia Peguero


Jocelyn Oller

SELLER'S NOTARY ACKNOWLEDGMENT

SWORN TO AND SUBSCRIBED before me this 22 day of May, 2019,
by Evelyn O. Martinez [] who IS personally known to me/cr who has
produced FLORIDA DRIVER'S LICENSE, as identification.

NOTARY

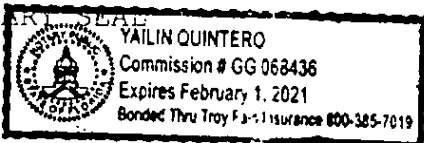


[Signature]
Notary Public, State of Florida

BUYER'S NOTARY ACKNOWLEDGMENT

SWORN TO AND SUBSCRIBED before me this 22 day of May, 2014
by Odilia Peguero and Jocelyn Oller [] who are personally known to
me or [] who have produced FLORIDA DRIVER'S LICENSE, as
identification.

NOTARY



[Signature]
Notary Public, State of Florida