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J. BRYAN MAR 22 2006

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March 14, 2006

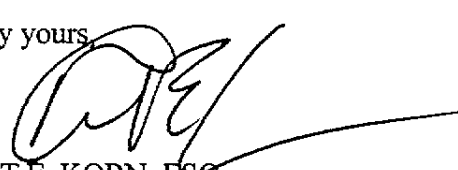
Florida Secretary of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Re: Thug Custom Cycles, LLC

Enclosed for filing are Articles of Amendment to the Articles of Organization of Thug Custom Cycles, LLC, a Florida limited liability company. Also enclosed is check for the filing fee in the sum of \$25.00.

Please acknowledge receipt and filing of the foregoing.

Sincerely yours,


ROBERT E. KORN, ESQ.

REK:crk
Enclosures
cc: Thomas Keller

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ARTICLES OF AMENDMENT

Pursuant to the provisions of Section 608.411, Florida Statutes, the undersigned, being the sole member and sole manager of THUG CUSTOM CYCLES, LLC, hereby executes these Articles of Amendment as follows:

- A. The name of the limited liability company is THUG CUSTOM CYCLES, LLC.
- B. The Articles of Organization were originally filed on January 18, 2005.
- C. The Amendment to the Articles of Organization as dully adopted is as follows:


The sole member and manager of the limited liability company shall be THOMAS KELLER. BERNARD IRIZARRY shall no longer be a manager, member, or in any way affiliated with the company effective March 1, 2006. Attached hereto and made a part hereof is copy of Agreement, signed by Bernard Irizarry, dated March 9, 2006, effective March 1, 2006, whereby Bernard Irizarry has transferred all of his right, title and interest in and to THUG CUSTOM CYCLES, LLC, a Florida limited liability company, to THOMAS KELLER.

The above Amendment was unanimously adopted at a Special Meeting held on the 14th day of March., 2006, by the Members of the company, as evidenced by the execution of these Articles of Amendment. At said meeting a sufficient number of votes were cast to duly authorize this amendment.


THOMAS KELLER

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing Articles of Amendment were acknowledged before me by Thomas Keller this 14th day of March , 2006.


Notary Public: State of Florida



ROBERT E. KORN
MY COMMISSION # DD 264217
EXPIRES: December 7, 2007
Bonded Thru Budget Notary Services

AGREEMENT

THIS AGREEMENT, made and entered into this 9 day of March, 2006, by and between BERNARD IRIZARRY, hereinafter sometimes referred to as "Bernie", and THOMAS KELLER, hereinafter sometimes referred to as "Tom", and hereinafter Bernie and Tom collectively and individually, may be referred to as the "Parties".

WITNESSETH:

Whereas, Bernie owns all rights, title, and interest in Thug Custom Cycles, LLC, a Florida limited liability company, hereinafter sometimes referred to as "Thug";

Whereas, Tom desires to acquire all such rights, title and interest in Thug from Bernie;

Whereas, Bernie desire to sell said rights, title and interest to Tom and Tom agrees to acquire same from Bernie all in accordance with the terms and conditions of this Agreement.

NOW, therefore in consideration of the mutual covenants contained herein the parties agree as follows:

1. The above recitals are true and correct and are hereby incorporated by reference and made a part hereof.

2. Presently Thug is the tenant of certain warehouse/office space at 345 S. 16th St. RD 7 under a certain lease and Bernie has personally guaranteed said lease. Said lease is scheduled to expire May 31, 2006 and the tenant/Thug has paid a security deposit and/or prepaid rent under said lease. Commencing March 1, 2006 Tom agrees to be fully responsible for the payment of all rent, sales tax and other duties and obligations under said lease and he hereby agrees to hold harmless and indemnify Bernie from all losses, expenses, defaults, costs, liabilities, fees, debts, and other obligations under said lease, including attorney fees, court costs and expenses, including those incurred on appeal. If Tom fulfills his obligations hereunder and is entitled to all Bernie's right, title and interest in Thug then he shall be entitled to the full benefit of any such prepaid rent and/or security deposit that may exist with respect to said lease.

3. Upon the expiration of the present term of the aforesaid lease, if in fact Bernie is not determined to have any liability thereunder then all right, title and interest Bernie may have in Thug shall be transferred to Tom, for no additional consideration. It is understood that all expenses, debts, obligations, liabilities, and other responsibilities with regard to Thug, from March 1, 2006 shall be solely those of Thug and Tom, jointly and severally, and Tom hereby holds Bernie harmless and indemnifies him from all losses, expenses, defaults, costs, liabilities, fees, debts, and other obligations of Thug, including attorney fees, court costs and expenses, including those incurred on appeal that exist or may arise from March 1, 2006 and thereafter.

4. Bernie makes no representation or warranty to Tom as to any assets or liabilities of Thug and Tom understands that certain equipment, materials, supplies, etc. that may have been used by Thug or belonged to Thug have been removed by Bernie and that same shall belong solely and exclusively to Bernie, notwithstanding the fact that they or some of them may

have been used by or owned by Thug prior to March 1, 2006.

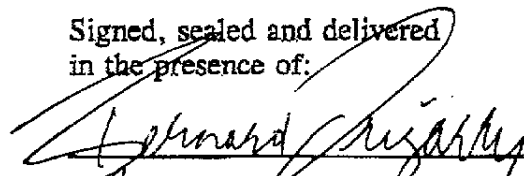
5. The terms and provisions contained herein shall survive the transfer of the interest in Thug from Bernie to Tom and shall be binding upon the parties hereto, their respective heirs, successors and assigns.

6. The parties hereto agree to cooperate with each other in fulfilling the intents and purposes of this Agreement.

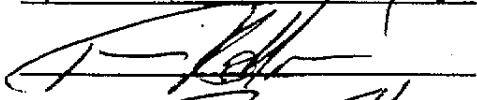
7. Bernie shall be responsible for filing all appropriate tax returns for Thug through March 1, 2006 and thereafter Tom shall be responsible for same.

IN WITNESS WHEREOF, the parties have executed this Agreement effective March 1, 2006.

Signed, sealed and delivered
in the presence of:


Bernard Irizarry

BERNARD IRIZARRY


Tom Keller

THOMAS KELLER

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