

LO9000070765

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

J. SAULSBERRY  
EXAMINER

NOV 6 2012

## COVER LETTER

TO: **Registration Section**  
**Division of Corporations**

SUBJECT: THE AMAZING CLEANING COPMPANY 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:

Norman Castellanos

Name of Person

The Amazing Cleaning Company, LLC

Firm/Company

824 North Peninsula Dr

Address

Daytona Beach, FL. 32118-3725

City/State and Zip Code

amazingcleaningco@yahoo.com

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

For further information concerning this matter, please call:

Norman Castellanos

Name of Person

at ( 386 )

226-9855

Area Code & Daytime Telephone Number

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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**

The Amazing Cleaning Company, 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 10/12/2012 and assigned  
Florida document number L09000070765.

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 end with 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 608, 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 the Managers or Managing Members on our records, enter the title, name, and address of each Manager or Managing Member being added or removed from our records:

MGR = Manager

MGRM = Managing Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
MGRM	JOSE R TABORDA	126 SPRINGWOOD DR DAYTONA BEACH FL 32119	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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TALLAHASSEE, FLORIDA

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Dated October 12, 2012

Norman Castellanos

SunTrust Bank, East Central Florida  
113 East Granada Blvd.  
Ormond Beach, FL 32176

Signature of a member or authorized representative of a member

Norman Castellanos

Typed or printed name of signee

## PARTERSHIP TERMINATION AGREEMENT

This Partnership Termination Agreement is entered into this 30th day of September, 2012 by and between the following partners: Norman Castellanos and Jose R. Taborda who agree as follows,

1. **Partneship.** The above parties have been and are now partners doing business pursuant to a Partnership Agreement date July 23, 2009, under the name of The Amazing Cleaning Company, LLC., with its principle place of business in Daytona Beach, Florida.
2. **Agreement to Dissolve Partnership.** The partners hereby agree to dissolve their partnership and liquidate its affairs, according to the provision of this agreement.
3. **Valuation of Partnership Assets.** The partners agree that each partnership assets has a present fair market value equal to its book value to partnership as reflected on the partnership financial records, unless any such assets is sold in which event that asset shall be deemed to have a value equal to its sale price
4. **Termination of Partnership Business.** After October 31, 2012, Only the remaining partner shall do further business under company name The amazing Cleaning Company, LLC and incur any further obligations on behalf of the sole owner. Except for the purpose of carrying out the liquidation of the partnership and winding-up of the partnership affairs.
5. **Liquidation.** Liquidation of the partnership shall proceed as follow:
  - A. **Accounting.** The partnership accountant or shall perform an accounting of all assets and liabilities of the partnership, and of the respective equities of the creditors and the partners in the assets, as of the date such accountant is performed. Such accounting shall be performed no later than October, 31<sup>st</sup> 2012.
  - B. **Settling Accounts.** Upon completion of the accounting, the partners shall pay all of the liabilities of the partnership, including those owing to the partners other that for capital contributions. Payment of the liabilities owing to the partners shall include payments of profits for the current accounting period computed on the basis of actual cash receipts through the date of the accounting. Any funds received after the date of the accounting shall be distributed among the partners according to each partner's percentage of ownership in the partnership.
  - C. **Distribution of Partnership Assets.** Any partnership assets remaining after payment of all liabilities shall be sold, with the proceeds being divided among the partners according to each partner's percentage of ownership in the partnership. Each partner shall have the right to purchase any partnership asset at book value, before any sale to a non-partner. The following assets shall be transferred to individual partners as their property as indicated below:

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Asset	Book Value	Partner Becoming Owner
Buffing Machine	\$100.00	Jose Taborba
NILFISK Back-Vacuums	\$125.00	Norman Castellanos

**D. Disclosure.** Except as appears in the books of the partnership, each of the partners represents that he or she has not heretofore contracted any liability that can or may charge the partnership or the partner, nor has he or she received or discharge any of the credits, monies or effect of the partnership.

**E. Partnership Name.** Only the remaining partner shall use the partnership's company name.

**F. Governing Law.** This agreement shall be governed by the laws of State of Florida.

**G. Binding Agreement/No Other Beneficiary.** This agreement shall be binding upon the parties, and upon their heirs, executors, personal representatives, administrators, and assigns. No person shall have a right or cause of action arising or resulting from this agreement except those who are parties to it and their successors in interest.

**Signatures:**

**Norman Castellanos:**

*Norman Castellanos*

**Jose R. Taborba :**

*Jose R. Taborba*

State of Florida  
County of Volusia

On this 17 day of October, 2012

Before me personally appeared  
Norman Castellanos and Jose R. Taborba  
to me known to be the persons who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

*Jill A. Eckstein*  
Notary Public

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