

L10000077487

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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(Business Entity Name)

(Document Number)

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10 SEP 13 PM 39
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

D. BRUCE

SEP 14 2010

EXAMINER

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: SANTOS BICYCLING GROUP, 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:

John Q. Adams II, CPA

Name of Person

Adams & Company, P.A.

Firm/Company

910 SW 1st Avenue, Ste. 201

Address

Ocala, FL 34471

City/State and Zip Code

paula@adamscompanypa.com

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

For further information concerning this matter, please call:

John Q. Adams II, CPA

Name of Person

at (352)

237-3200

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/COURIER ADDRESS:

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

FILED
10 SEP 13 PM 3:39
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

SANTOS BICYCLING GROUP, 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 July 26, 2010 and assigned Florida document number L10000077487.

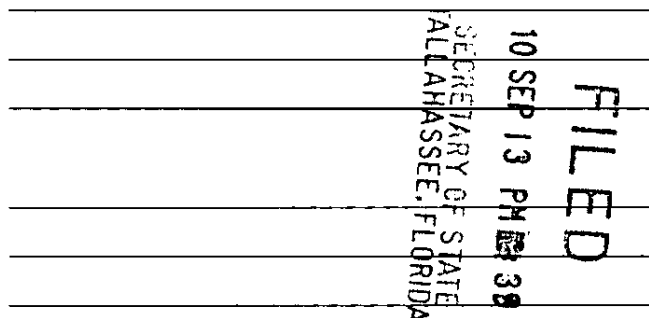
This amendment is submitted to amend the following:

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

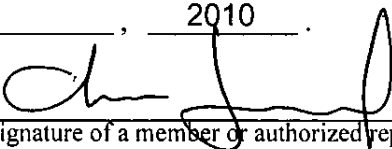
MGRM = Managing Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
MGRM	JIM LAWSON	1027 WILDWOOD WEST LAKELAND, FL 33801	<input checked="" 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
			<input type="checkbox"/> Add <input type="checkbox"/> Remove

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

Jim Lawson, as a member of Santos Bicycling Group, LLC, has provided a loan in the amount of \$60,000 to Santos Bicycling Group, LLC to be used in the purchase of the business and will be paid back over a period of five years beginning on September 16, 2010 at an interest rate of 1%. This loan is documented via the Promissory Note dated August 16, 2010. (see attached)

Dated August 15, 2010.


Signature of a member or authorized representative of a member

CHRIS D. FERNANDEZ

Typed or printed name of signee

FILED
10 SEP 13 PM 3:39
CLERK OF STATE
TALLAHASSEE, FLORIDA

PROMISSORY NOTE

\$60,000 00

Date 8/16/2010

For value received, the undersigned Santos Bicycling Group, LLC (the "Borrower"), at 3014 Hidalgo Dr, Orlando, Florida 32812, promises to pay to the order of Jim and June Lawson, (the "Lender"), at 1027 Wildwood West, Lakeland, Florida 33801, (or at such other place as the Lender may designate in writing) the sum of \$60,000 00 with interest from 8/16/2010, on the unpaid principal at the rate of 1 00% per annum

The unpaid principal and accrued interest shall be payable in monthly installments of \$1,025 62, beginning on September 16, 2010, and continuing until August 16, 2015, (the "Due Date"), at which time the remaining unpaid principal and interest shall be due in full

All payments on this Note shall be applied first in payment of accrued interest and any remainder in payment of principal

If any payment obligation under this Note is not paid when due, the remaining unpaid principal balance and any accrued interest shall become due immediately at the option of the Lender

The Borrower reserves the right to prepay this Note (in whole or in part) prior to the Due Date with no prepayment penalty

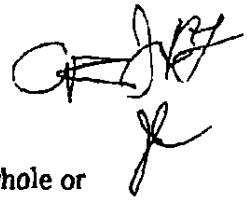
If any payment obligation under this Note is not paid when due, the Borrower promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process

If any of the following events of default occur, this Note and any other obligations of the Borrower to the Lender, shall become due immediately, without demand or notice

- 1) the failure of the Borrower to pay the principal and any accrued interest in full on or before the Due Date,
- 2) the death of the Borrower or Lender,
- 3) the filing of bankruptcy proceedings involving the Borrower as a debtor,
- 4) the application for the appointment of a receiver for the Borrower,
- 5) the making of a general assignment for the benefit of the Borrower's creditors,
- 6) the insolvency of the Borrower,

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CLERK OF DISTRICT COURT
TALLAHASSEE, FLORIDA

7) a misrepresentation by the Borrower to the Lender for the purpose of obtaining or extending credit



If any one or more of the provisions of this Note are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative

All payments of principal and interest on this Note shall be paid in the legal currency of the United States. The Borrower waives presentment for payment, protest, and notice of protest and nonpayment of this Note

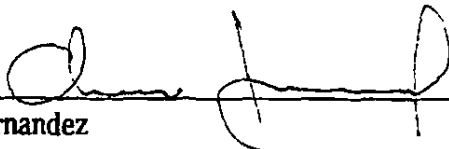
No renewal or extension of this Note, delay in enforcing any right of the Lender under this Note, or assignment by Lender of this Note shall affect the liability or the obligations of the Borrower. All rights of the Lender under this Note are cumulative and may be exercised concurrently or consecutively at the Lender's option

This Note shall be construed in accordance with the laws of the State of Florida

Signed this 16th day of August, 2010, at _____

Borrower
Santos Bicycling Group, LLC

By _____
Chris Fernandez



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SECRETARY OF STATE
TALLAHASSEE, FLORIDA