

PO1000049151

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

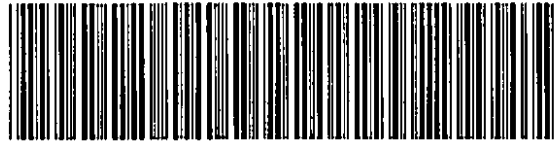
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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2020 JUN 15 AM 7:11
JUL 07 2020

JUL 07 2020
S. YOUNG

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Rapid ACT, Inc
DOCUMENT NUMBER: P010000 49151

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

Please return all correspondence concerning this matter to the following:

Dolly Hernandez
Name of Contact Person
Rapid ACT, Inc
Firm/ Company
1581 W 49 Street # 321
Address
Hiabalah, FL 33012
City/ State and Zip Code
dollyhd2912@hotmail.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Dolly Hernandez at (305) 364-3700
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 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
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

Articles of Amendment
to
Articles of Incorporation
of

Rapid ACT, Inc.

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

P01000049151

(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:

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: _____, Florida _____
(City) (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

Check if applicable

☐ The amendment(s) is/are being filed pursuant to s. 607.0120 (11) (e), F.S.

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:

X Change PT John Doe

X Remove V Mike Jones

X Add SV Sally Smith

Type of Action (Check One)	Title	Name	Address
1) <u>X</u> Change ____ Add ____ Remove	VP	Dolly Hernandez	_____
2) ____ Change <u>X</u> Add	P	Dolly Hernandez	_____
3) <u>X</u> Change ____ Add ____ Remove	P	Alfredo H Gaden	_____
4) ____ Change <u>X</u> Add ____ Remove	VP	Alfredo H Gaden	_____
5) ____ Change ____ Add ____ Remove	_____	_____	_____
6) ____ Change ____ Add ____ Remove	_____	_____	_____

E. If amending or adding additional Articles, enter change(s) here:
(Attach additional sheets, if necessary). (Be specific)

Article V: Please amend President name
Change: Alfredo H Cadea as new VP for the
Corporation
Change/Add: Dolly Hernandez as the new President
for the corporation

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)

N/A

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

Effective date if applicable: 6 | 8 | 20
(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.

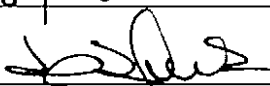
Adoption of Amendment(s) (CHECK ONE)

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

Dated 6 | 8 | 20

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)

Dolly Hernandez
(Typed or printed name of person signing)

President
(Title of person signing)



Procurement & Warehousing Services

Broward County Public Schools

AFFIDAVIT

(Affidavit Page 1)

The undersigned does hereby declare that the statements contained in this application and all attachments which have been provided in support of this application (hereafter referred to as THIS APPLICATION) are true, accurate and complete and include all material information necessary to identify and explain the ownership and operation of:

RAPID ACT, INC

Insert Full Name of Applicant Business (Including D/B/A)

Further, the undersigned agrees to provide the Certifying Agency (hereafter referred to as the AGENCY) with current, complete, and accurate information regarding THIS APPLICATION, its attachments, or any project or contracts issued by the organizations or corporations utilizing the AGENCY for their own emerging small business enterprise or minority/woman business enterprise procurement and/or construction programs. The undersigned further agrees that, as part of this certification procedure, the AGENCY may freely contact any person or organization named in this application to verify statements made in THIS APPLICATION, and/or to secure additional information or data required to grant to, or withhold from, the applicant business certification as an Emerging Small Business Enterprise (E/SBE) or Emerging Small/Minority/Women Business Enterprise (E/S/M/WBE), or Minority Business Enterprise (MBE), or Minority/Women Business Enterprise (M/WBE), or Small Business Enterprise (SBE), or Small/Minority/Women Business Enterprise (S/M/WBE), or Women Business Enterprise (WBE). The undersigned understands and agrees that failure to submit required materials and/or to consent to interview(s), audit(s), and/or examination(s) will be grounds for immediate rejection of the application for Certification or Re-Certification.

Further, the undersigned acknowledges that there are no written, oral or tacit agreements concerning the control and financial operation of the firm between any persons associated with the firm.

Further, the undersigned acknowledges on behalf of the applicant business, that the applicant business is ready, willing and able to perform work for Broward County Public Schools and intends to actively compete for such opportunities with the Broward County Public Schools as are within the applicant's scope of business.

Further, the undersigned understands that all documents submitted will become public record.

It is recognized and acknowledged that the statements contained in THIS APPLICATION are true and that any material misrepresentation will be grounds for denial of Certification or for De-Certification and may result in not awarding or terminating contracts which may be awarded as the result of information contained in THIS APPLICATION. It is further recognized that whoever makes such false statements or material misrepresentations may be found guilty of a misdemeanor or felony under Chapter 837, F.S.

(Affidavit continued on the next page)



Procurement & Warehousing Services

Broward County Public Schools

(Affidavit Page 2)

Furthermore, the undersigned acknowledges that he/she may not fraudulently obtain, retain, attempt to obtain nor aid another in fraudulently obtaining or retaining or attempting to obtain Certification; or willfully make a false statement, to any official of a certifying jurisdiction or employee for the purpose of influencing the certification of an entity as an E/ S/M/WBE, or willfully obstruct, impede or attempt to obstruct or impede any official or employee who is investigating the qualifications of a business entity which has requested certification.

FRAUD

The applicant further understands that false statements or material misrepresentation made in this application will be grounds for initiating action under local, state and federal laws which deal with fraud and perjury. The AGENCY may initiate actions as it deems appropriate, including but not limited to, forwarding pertinent information to the appropriate governmental authorities.

The undersigned acknowledges that certification is normally reviewed every two years however; the AGENCY retains the right to reevaluate the Certification of any firm at any time. The undersigned further acknowledges that should the AGENCY change the eligibility requirements for Certification during the two-year certification period, the applicant must meet all new eligibility requirements in order to retain Certification.

Signature

DOLLY HERNANDEZ

Name (type or print)

VP/ OFFICE MANAGER

Title

4/27/20

Date

NOTARY STATEMENT

On this 27TH day of APRIL, 2020, before me, the undersigned notary public, appeared (Insert Name) DOLLY HERNANDEZ known to me (or satisfactorily proven) to be the person who did execute the foregoing affidavit, and represented that he/she was properly authorized by (Insert Name of Applicant Firm) RAPID ACT, INC to execute the affidavit and did so as his/her free act and deed.

State of:

Florida

County of:

Miami Dade

Notary Signature:



My Commission Expires:

(seal)

DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the dwelling unit is substantially impaired, Landlord, in its sole discretion may elect to repair the Premises or terminate the Lease upon thirty (30) days' written notice to Tenant. If the Premises are condemned or cannot be repaired, this Lease will terminate upon twenty (20) days' written notice by either party.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provision of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action shall be added to Tenant's financial obligations under this Lease. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent." The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

LATE PAYMENTS. For any payment that is not paid within 5 days after its due date, Tenant shall pay a late fee of \$150.00.

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to 150% of the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this Lease.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged the maximum amount allowable under applicable law for each check that is returned to Landlord for lack of sufficient funds.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of Landlord, which shall not be unreasonably withheld. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord, shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent, (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this

Lease. Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

MECHANICS LIENS. Neither Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

SUBORDINATION OF LEASE. This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

LANDLORD:

Gadea Investment, LLC
929 West 60th Street
Hialeah, Florida 33012

TENANT:

Rapid ACT, Inc.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Florida.

ENTIRE AGREEMENT/AMENDMENT. This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

Warehouse Lease

This Lease Agreement (this "Lease") is made effective as of December 01, 2019, by and between Gadea Investment, LLC ("Landlord"), and Rapid ACT, Inc ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant 1000 sq feet unit (the "Premises") located at 8000 W 24th Avenue #4, Hialeah, Florida 33016.

TERM. The lease term will begin on December 01, 2018 and will terminate on December 01, 2020.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of \$2,000.00 per month, payable in advance on the first day of each month, for a total lease payment of \$24,000.00. Lease payments shall be made to Landlord at 929 West 60th Street, Hialeah, Florida 33012, which location may be changed from time to time by Landlord.

SECURITY DEPOSIT. At the time of the signing of this Lease, Tenant shall pay to Landlord, in trust, a security deposit of \$1,870.00 to be held and disbursed for Tenant damages to the Premises or other defaults under this Agreement (if any) as provided by law. The security deposit will be held in a separate non-interest bearing account at: Regions Bank, 1794 W 68th Street, Hialeah, Florida.

Upon the vacating of the premises for termination of the lease, Landlord shall have fifteen (15) days to return the security deposit together with interest if otherwise required, or in which to give Tenant written notice by certified mail to Tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:

This is a notice of my intention to impose a claim for damages in the amount of _____ upon your security deposit, due to _____. It is sent to you as required by Section 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (landlord's address).

If Landlord fails to give the required notice within the 15-day period, he or she forfeits the right to impose a claim upon the security deposit.

Unless Tenant objects to the imposition of Landlord's claim or the amount thereof within fifteen (15) days after receipt of Landlord's notice of intention to impose a claim, Landlord may then deduct the amount of his or her claim and shall remit the balance of the deposit to Tenant within thirty (30) days after the date of the notice of intention to impose a claim for damages.

If either party institutes an action in a court of competent jurisdiction to adjudicate the party's right to the security deposit, the prevailing party is entitled to receive his or her court costs plus a reasonable fee for his or her attorney. The court shall advance the cause on the calendar.

Compliance with this section by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and salespersons, shall constitute compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this section to determine compliance. This section prevails over any conflicting provisions in Chapter 475 and in other sections of the Florida Statutes, and shall operate to permit licensed real estate brokers to disburse security deposits and deposit money without having to comply with the notice and settlement procedures contained in Section 475.25(1)(d).

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES/ABSENCES. The Premises may be used for warehousing, distribution, light industrial uses and uses incidental thereto and, with Landlord's consent (which shall not be unreasonably withheld or delayed), any other lawful purpose. Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Tenant's opinion, rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

PROPERTY INSURANCE. Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

MAINTENANCE. Landlord shall have the responsibility to maintain the Premises in good repair at all times and perform all repairs necessary to satisfy any implied warranty of habitability.

UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services in connection with the Premises for the term of this Lease.

TAXES. Landlord shall pay all real estate taxes which may be levied against the Premises.


TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon sixty (60) days' written notice to Tenant that the Premises have been sold.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:



Gadea Investment, LLC

TENANT:



Rapid ACT, Inc.