

481723

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

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MAIL

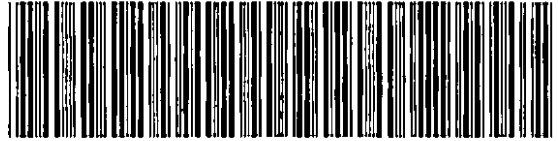
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



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08/08/18--01016--005 **35.00

S TALLENT

AUG 08 2018

FILED

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18 AUG -3 4:11:06

Handwritten signature

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Ridge Energy Savers, Inc.

DOCUMENT NUMBER: 481723

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

Please return all correspondence concerning this matter to the following:

Jason Harmeling
Name of Contact Person
Ridge Energy Savers, Inc.
Firm/ Company
135 S. Acuff Rd.
Address
Lake Wales, FL 33859
City/ State and Zip Code

jason@ridgeenergy.com ✓
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Jason Harmeling at (863) 676-2665
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 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

Ridge Energy Savers, Inc.

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

481723

(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:

NA

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)

NA

C. Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

NA

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

Jason Harmeling

135 S. Acuff Rd.

(Florida street address)

New Registered Office Address:

Lake Wales

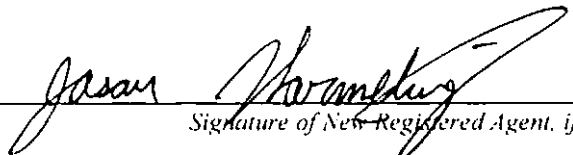
(City)

Florida 33859

(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:

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 | <u>P</u> | <u>Jason Harmeling</u> | <u>10 Palmetto Ave.</u> |
| <u> </u> Add | | | <u>Babson Park, FL 33827</u> |
| <u> </u> Remove | | | |
| 2) <u>X</u> Change | <u>VP</u> | <u>Thomas Harmeling</u> | <u>30 Palmetto Ave.</u> |
| <u> </u> Add | | | <u>Babson Park, FL 33827</u> |
| <u> </u> Remove | | | |
| 3) <u> </u> Change | <u> </u> | <u> </u> | <u> </u> |
| <u> </u> Add | | | <u> </u> |
| <u> </u> Remove | | | <u> </u> |
| 4) <u> </u> Change | <u> </u> | <u> </u> | <u> </u> |
| <u> </u> Add | | | <u> </u> |
| <u> </u> Remove | | | <u> </u> |
| 5) <u> </u> Change | <u> </u> | <u> </u> | <u> </u> |
| <u> </u> Add | | | <u> </u> |
| <u> </u> Remove | | | <u> </u> |
| 6) <u> </u> Change | <u> </u> | <u> </u> | <u> </u> |
| <u> </u> Add | | | <u> </u> |
| <u> </u> Remove | | | <u> </u> |

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

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

NA

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)

Stock Purchase Agreement attached

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

Effective date if applicable: NA
(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 7-31-18

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)

Jason Harmeling

(Typed or printed name of person signing)

President

(Title of person signing)

STOCK PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this 10th Day of June, 2015 by and between Thomas Harmeling (hereinafter referred to as "Seller") and Ridge Energy Savers, Inc. (hereinafter referred to as "Purchaser");

WHEREAS, the Seller is the record owner and holder of the issued and outstanding shares of the common stock of Ridge Energy Savers Inc. (hereinafter referred to as the "Corporation"), a Florida Profit Corporation, which Corporation has issued 7500 shares of common stock and has a value of \$47.68 per common stock.

WHEREAS, the Purchaser desires to purchase said stock and the Seller desires to sell said stock, upon the terms and subject to the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and in order to consummate the purchase and the sale of the Corporation's Stock aforementioned, it is hereby agreed as follows:

PURCHASE AND SALE

Subject to the terms and conditions hereinafter set forth, at the closing of the transaction contemplated hereby, the Seller shall sell, convey, transfer, and deliver to the Purchaser certificates representing such stock, and the Purchaser shall purchase from the Seller the Corporation's Stock in consideration of the purchase price set forth in this Agreement. The Seller shall sell and the buyer shall buy 3000 of the Corporations shares of common stock at a purchase price of \$47.68 per share. The certificates representing the Corporation's Stock shall be duly endorsed for transfer or accompanied by appropriate stock transfer powers duly executed in blank, in either case with signatures guaranteed in the customary fashion, and shall have all the necessary documentary transfer tax stamps affixed thereto at the expense of the Seller. The closing of the transactions contemplated by this Agreement (the "Closing"), shall be held on June 10, 2015 or such other place, date and time as the parties hereto may otherwise agree.

AMOUNT AND PAYMENT OF PURCHASE PRICE

The Purchaser shall pay to the Seller the sum of Three Hundred Thousand Dollars (\$300,000.00), such total consideration to be referred to in this Agreement as the "Purchase Price".

The Purchase Price shall be paid pursuant to a Promissory Note executed and delivered contemporaneously with the executing of this purchase agreement and shall call for a monthly installments of \$4,444.44 to be made by the Purchaser for a term of 72 months. Monthly payments shall represent payment for the principle amount of the sale of stock plus interest

REPRESENTATIONS AND WARRANTIES OF SELLER AND PURCHASER

Seller is the lawful owner of the Stock, free and clear of all security interests, liens, encumbrances, equities and other charges.

There are no existing warrants, options, stock purchase agreements, redemption agreements, restrictions of any nature, calls or rights to subscribe of any character relating to the stock, nor are there any securities convertible into such stock.

Seller and Purchaser hereby represent and warrant that there has been no act or omission by Seller, Purchaser or the Corporation which would give rise to any valid claim against any of the parties hereto for a brokerage commission, finder's fee, or other like payment in connection with the transactions contemplated hereby.

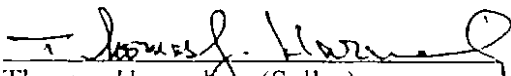
GENERAL PROVISIONS


This Agreement constitutes the entire Agreement and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

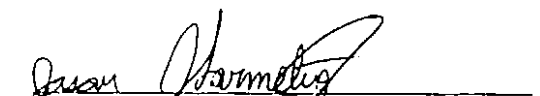
The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

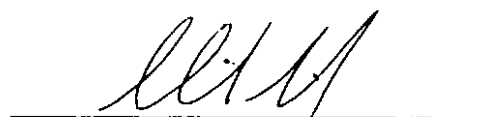
This agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Polk County, State of Florida. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

IN WITNESS WHEREOF, this Agreement has been executed by each of the individual parties hereto on the date first above written.


Thomas Harmeling (Seller)


Witness:
Print Name: PAT DUGAS


Ridge Energy Savers Inc. (Purchaser)
Print Name: Jason Harmeling
Title: President


Witness:
Print Name: Shawn A. Jiles

STOCK PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this 10th Day of June, 2015 by and between Thomas Harmeling (hereinafter referred to as "Seller") and Jason Harmeling (hereinafter referred to as "Purchaser");

WHEREAS, the Seller is the record owner and holder of the issued and outstanding shares of the common stock of Ridge Energy Savers Inc. (hereinafter referred to as the "Corporation"), a Florida Profit Corporation, which Corporation has issued 7500 shares of common stock and has a value of \$100.00 per common stock.

WHEREAS, the Purchaser desires to purchase said stock and the Seller desires to sell said stock, upon the terms and subject to the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and in order to consummate the purchase and the sale of the Corporation's Stock aforementioned, it is hereby agreed as follows:

PURCHASE AND SALE

Subject to the terms and conditions hereinafter set forth, at the closing of the transaction contemplated hereby, the Seller shall sell, convey, transfer, and deliver to the Purchaser certificates representing such stock, and the Purchaser shall purchase from the Seller the Corporation's Stock in consideration of the purchase price set forth in this Agreement. The Seller shall sell and the buyer shall buy 375 of the Corporations shares of common stock at a purchase price of \$100.00 per share. The certificates representing the Corporation's Stock shall be duly endorsed for transfer or accompanied by appropriate stock transfer powers duly executed in blank, in either case with signatures guaranteed in the customary fashion, and shall have all the necessary documentary transfer tax stamps affixed thereto at the expense of the Seller. The closing of the transactions contemplated by this Agreement (the "Closing"), shall be held on June 10, 2015 or such other place, date and time as the parties hereto may otherwise agree.

AMOUNT AND PAYMENT OF PURCHASE PRICE

The Purchaser shall pay to the Seller the sum of Thirty Seven Thousand Five Hundred Dollars (\$37,500.00), such total consideration to be referred to in this Agreement as the "Purchase Price".

The Purchase Price shall be paid pursuant to a Promissory Note executed and delivered contemporaneously with the executing of this purchase agreement and shall call for a monthly installments of \$555.56 to be made by the Purchaser for a term of 72 months. Monthly payments shall represent payment for the principle amount of the sale of stock plus interest

REPRESENTATIONS AND WARRANTIES OF SELLER AND PURCHASER

Seller is the lawful owner of the Stock, free and clear of all security interests, liens, encumbrances, equities and other charges.

There are no existing warrants, options, stock purchase agreements, redemption agreements, restrictions of any nature, calls or rights to subscribe of any character relating to the stock, nor are there any securities convertible into such stock.

Seller and Purchaser hereby represent and warrant that there has been no act or omission by Seller, Purchaser or the Corporation which would give rise to any valid claim against any of the parties hereto for a brokerage commission, finder's fee, or other like payment in connection with the transactions contemplated hereby.

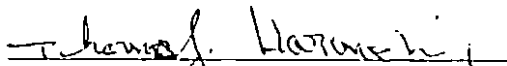
GENERAL PROVISIONS


This Agreement constitutes the entire Agreement and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

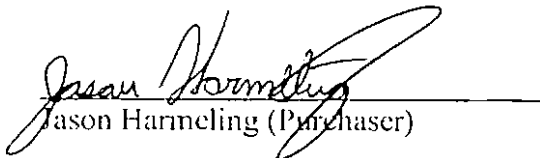
The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

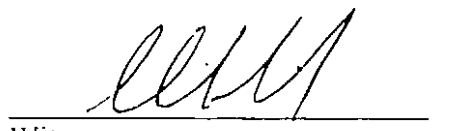
This agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Polk County, State of Florida. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

IN WITNESS WHEREOF, this Agreement has been executed by each of the individual parties hereto on the date first above written.


Thomas Harneling (Seller)


Witness:
Print Name: PAT DUGAS


Jason Harneling (Purchaser)


Witness:
Print Name: Shawn A. Jiles

PROMISSORY NOTE

PRINCIPAL

FOR VALUE RECEIVED, the undersigned, Ridge Energy Savers, Inc. (Purchaser) whose address is 135 S Acuff Road, Lake Wales, FL 33859 promises to pay to Thomas Harmeling (Seller), whose address is 30 Palmetto Street, Babson Park, FL 33827 the principal sum of \$300,000.00 with annual interest thereon calculated in accordance with the terms and provisions provided below. All sums owing under this note are payable in legal tender of the United States of America.

All amounts required to be paid under this note shall be payable at Sellers home address at 30 Palmetto Street, Babson Park, FL 33827, or at such other place as Seller, from time to time, may designate in writing.

INTEREST

Interest accrued on this note shall be payable at a fixed per annum rate of 2% until such time as this note is paid in full.

MONTHLY INSTALLMENTS

Principal and interest shall be paid in equal successive monthly installments, each in the amount of \$4,444.44, commencing on July 1, 2015 and continuing on the same day of each month thereafter for a period of 72 months until all principal and accrued interest have been paid in full.

MATURITY DATE

The entire principal balance of this note, together with all accrued and unpaid interest, shall be due and payable on June 30, 2021 unless otherwise prepaid in accordance with the terms of this note.

SECURITY

This note is secured by a stock purchase agreement bearing the date of this note, executed and delivered by Purchaser to Seller as well as the shares of stock purchased pursuant to the stock purchase agreement.

PREPAYMENT

Purchaser may prepay the whole or any portion of this note on any date upon five days notice to the Seller. Any payments of the principal sum received by Seller under the terms of this note shall be applied in the following order of priority: First, to any accrued interest due and unpaid as of the date of such payment; second, to the outstanding principal sum.

LATE CHARGE

If any required payment, including the final payment due on the maturity date, is not paid within 15 days from and including the date on which it was due, then in each such event, all past due

amounts shall be subject to a late penalty of 10 cents on every dollar owed (the late penalty). This late penalty shall be in addition to any other interest due as provided for in this note and in addition to all other rights and remedies provided herein or by law for the benefit of the holder upon a default. The acceptance of any payment by the holder of the note shall not act to restrict the holder at all in exercising any other rights under the note or the law, to waive or release Purchaser from any obligations contained herein, or to extend the time for payments due under this note.

DEFAULT AND REMEDIES

If Purchaser fails to pay principal and/or interest on the date on which it falls due or to perform any of the agreement, conditions, covenants, provision, or stipulations contained in this note or in the Stock Purchase Agreement, the Seller, at its option and without notice to Purchaser, may declare immediately due and payable the entire unpaid balance of principal with interest from the date of such default and all other sums due by Purchaser hereunder or under the Stock Purchase Agreement. Payment of this may be enforced and recovered in whole or in part at any time by one or more of the remedies provided to Seller in this note, or the Stock Purchase Agreement, which is meant to include any legal remedy available pursuant to Florida Law. In such case, Seller may also recover all costs in connection with suit, a reasonable attorney's fee for collection, and interest on any judgment obtained by Seller at the Statutory Interest Rate.

The remedies of Seller in this note or the stock purchase agreement shall be cumulative and concurrent, and they may be pursued singly, successively, or together at the sole discretion of the Seller. They may be exercised as often as occasion shall occur, and failing to exercise one shall in no event be construed as a waiver or release of it.

ATTORNEY'S FEES AND COSTS

If Seller engages any attorney to enforce or construe any provision of this note or the Stock Purchase Agreement, or as a consequence of any default whether or not any legal action is filed, Purchaser shall immediately pay on demand all reasonable attorneys' fees and other Seller's costs, together with interest from the date of demand until paid at the Statutory interest rate then applicable to the unpaid principal, as if such unpaid attorneys fees and costs had been added to the principal.

WAIVERS

Seller shall not be deemed by any act of omission or commission to have waived any of its rights or remedies hereunder, unless such waiver is in writing and signed by Seller, and then only to the extent specifically set forth in writing. A waiver on one event shall not be construed as continuing or as a bar to or waiver of any right or remedy to a subsequent event.

MODIFICATION

In the event this note is pledged or collaterally assigned by Seller at any time or from time to time before the maturity date, neither Purchaser nor Seller shall permit any modification of this note without the consent of the assignee.

HEADINGS

Headings at the beginning of each section of this note are intended solely for convenience of reference and are not to be construed as being a part of the note

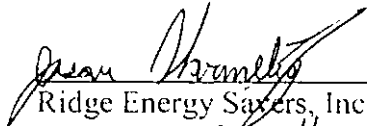
TIME OF ESSENCE

Time is of the essence with respect to every provision of this note.

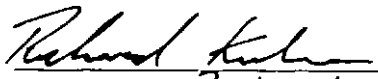
GOVERNING LAW

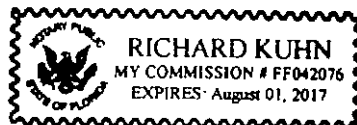
This note shall be construed and enforced in accordance with the law of the state of Florida, except to the extent that federal law preempt the laws of the state of Florida.

Signature:


Ridge Energy Savers, Inc.
Print name: Jason Harmeling
Title: President

Acknowledged and subscribed before me by Jason Harmeling, who is personally known to me or who has produced FL DL as identification on June 10, 2015.


Print Name: Richard Kuhn
Notary Public - State of Florida



PROMISSORY NOTE

PRINCIPAL

FOR VALUE RECEIVED, the undersigned, Jason Harmeling (Purchaser) whose address is 221 Britton Street, Babson Park, FL 33827 promises to pay to Thomas Harmeling (Seller), whose address is 30 Palmetto Street, Babson Park, FL 33827 the principal sum of \$37,500.00 with annual interest thereon calculated in accordance with the terms and provisions provided below. All sums owing under this note are payable in legal tender of the United States of America.

All amounts required to be paid under this note shall be payable at Sellers home address at 30 Palmetto Street, Babson Park, FL 33827, or at such other place as Seller, from time to time, may designate in writing.

INTEREST

Interest accrued on this note shall be payable at a fixed per annum rate of 2% until such time as this note is paid in full.

MONTHLY INSTALLMENTS

Principal and interest shall be paid in equal successive monthly installments, each in the amount of \$555.56, commencing on July 1, 2015 and continuing on the same day of each month thereafter for a period of 72 months until all principal and accrued interest have been paid in full.

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SECURITY

This note is secured by a stock purchase agreement bearing the date of this note, executed and delivered by Purchaser to Seller as well as the shares of stock purchased pursuant to the stock purchase agreement.

PREPAYMENT

Purchaser may prepay the whole or any portion of this note on any date upon five days notice to the Seller. Any payments of the principal sum received by Seller under the terms of this note shall be applied in the following order of priority: First, to any accrued interest due and unpaid as of the date of such payment; second, to the outstanding principal sum.

LATE CHARGE

If any required payment, including the final payment due on the maturity date, is not paid within 15 days from and including the date on which it was due, then in each such event, all past due

amounts shall be subject to a late penalty of 10 cents on every dollar owed (the late penalty). This late penalty shall be in addition to any other interest due as provided for in this note and in addition to all other rights and remedies provided herein or by law for the benefit of the holder upon a default. The acceptance of any payment by the holder of the note shall not act to restrict the holder at all in exercising any other rights under the note or the law, to waive or release Purchaser from any obligations contained herein, or to extend the time for payments due under this note.

DEFAULT AND REMEDIES

If Purchaser fails to pay principal and/or interest on the date on which it falls due or to perform any of the agreement, conditions, covenants, provision, or stipulations contained in this note or in the Stock Purchase Agreement, the Seller, at its option and without notice to Purchaser, may declare immediately due and payable the entire unpaid balance of principal with interest from the date of such default and all other sums due by Purchaser hereunder or under the Stock Purchase Agreement. Payment of this may be enforced and recovered in whole or in part at any time by one or more of the remedies provided to Seller in this note, or the Stock Purchase Agreement, which is meant to include any legal remedy available pursuant to Florida Law. In such case, Seller may also recover all costs in connection with suit, a reasonable attorney's fee for collection, and interest on any judgment obtained by Seller at the Statutory Interest Rate.

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ATTORNEY'S FEES AND COSTS

If Seller engages any attorney to enforce or construe any provision of this note or the Stock Purchase Agreement, or as a consequence of any default whether or not any legal action is filed, Purchaser shall immediately pay on demand all reasonable attorneys' fees and other Seller's costs, together with interest from the date of demand until paid at the Statutory interest rate then applicable to the unpaid principal, as if such unpaid attorneys fees and costs had been added to the principal.

WAIVERS

Seller shall not be deemed by any act of omission or commission to have waived any of its rights or remedies hereunder, unless such waiver is in writing and signed by Seller, and then only to the extent specifically set forth in writing. A waiver on one event shall not be construed as continuing or as a bar to or waiver of any right or remedy to a subsequent event.

MODIFICATION

In the event this note is pledged or collaterally assigned by Seller at any time or from time to time before the maturity date, neither Purchaser nor Seller shall permit any modification of this note without the consent of the assignee.

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TIME OF ESSENCE

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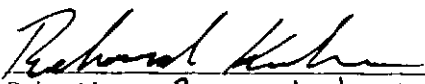
GOVERNING LAW

This note shall be construed and enforced in accordance with the law of the state of Florida, except to the extent that federal law preempt the laws of the state of Florida.

Signature:


Jason Harmeling

Acknowledged and subscribed before me by Jason Harmeling, who is personally known to me or who has produced FL DL as identification on June 10, 2015.


Print Name: Richard Kuhn
Notary Public - State of Florida

