

H47997

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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WAIT

MAIL

(Business Entity Name)

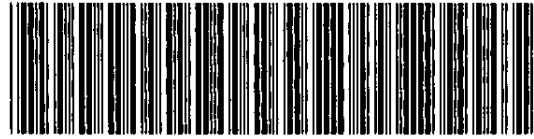
(Document Number)

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*E. Howard date
11-1-12*

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
12 OCT 18 AM 8:26

OCT 19 2012

T. ROBERTS

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Comfort Temp Company

DOCUMENT NUMBER: H47997

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

Please return all correspondence concerning this matter to the following:

Aleksandra Krasinski

Name of Contact Person

STA-IS

Firm/ Company

1275 Barclay Blvd.

Address

Buffalo Grove, IL 60089

City/ State and Zip Code

Aleksandra.Krasinski@STA-IS.com

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

For further information concerning this matter, please call:

Aleksandra Krasinski at (847) 495-3076

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 checked="" 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

*E filed doc
11-1-12*

Comfort Temp Company

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

H47997

(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:

N/A

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)

N/A

C. Enter new mailing address, if applicable:
(Mailing address MAY BE A POST OFFICE BOX)

N/A

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 N/A

(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

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
12 OCT 18 AM 8:26

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:

Change PT John Doe

Remove V Mike Jones

Add SV Sally Smith

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) <input type="checkbox"/> Change	_____	<u>N/A</u>	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
2) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
3) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
4) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
5) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
6) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____

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

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

N/A

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)

The attached Plan of Recapitalization and Amendment to Articles, approved unanimously by all Shareholders, provides for the authorization of 10,000 shares of stock, consisting of voting and non-voting shares, in exchange for currently issued and outstanding voting shares.

The date of each amendment(s) adoption: 10-10-12

Effective date if applicable: 11/01/12
(no more than 90 days after amendment file date)

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 10-10-12

Signature Lucille H. Worthmann

(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)

Lucille H. Worthmann

(Typed or printed name of person signing)

Director

(Title of person signing)

PLAN OF RECAPITALIZATION
AND
AMENDMENT TO ARTICLES OF INCORPORATION
OF
COMFORT TEMP COMPANY

AGREEMENT AND PLAN OF RECAPITALIZATION, effective as of November 1, 2012, (the "Effective Time") among COMFORT TEMP COMPANY, a Florida corporation ("Company"), and Thomas Worthmann, Lucille Worthmann and Erik Worthmann (the "Shareholders").

1. Plan of Recapitalization. The Shareholders are the owners of all the issued and outstanding stock of COMFORT TEMP COMPANY, a Florida corporation. It is the belief of the parties and all Shareholders that a recapitalization is the best interests of the Company. Such recapitalization will require an amendment to the articles of incorporation.

2. Authority to Amend Articles of Incorporation. Pursuant to Article VII of the By-Laws of the Company, the Shareholders and Directors of the Company have the authority to amend the Original Articles of Incorporation, as filed with the Florida Secretary of State on March 20, 1985.

3. Amendments to Articles of Incorporation. Pursuant to the By-Laws, the Shareholders of the Company have unanimously consented to amend Article III of the Articles of Incorporation to allow for the issuance of Voting and Non-Voting Shares. The Articles of Incorporation, at the direction of the Shareholders, specifically Article III shall be amended as stated in Exhibit "A" of this Agreement.

4. Exchange of Shares. The Shareholders further unanimously agree that, at the Effective Time, all of the issued and outstanding shares of Class A Voting Stock of the Company shall be exchanged and surrendered for both Voting and Non-Voting Stock in the Company. The Stock shall be issued in the same proportional ownership as existed prior to the recapitalization. The chart below indicates the current ownership of stock, and the stock that will be issued at the Effective Time:

Stockholder	Shares Currently Owned	Shares to be Issued	
		Voting	Non-Voting
Thomas Worthmann	882	441	3969
Lucille Worthmann	880	440	3960
Erik Worthmann	238	119	1071
TOTAL	2000	1000	9000

5. Authorization of Shares. At or prior to the Effective Time, the Company shall authorize the issuance of the Voting and Non-Voting Shares as described in this Agreement and to the Shareholders as listed above.

6. Delivery of Shares. At the Effective Time, the Shareholders will deliver certificates for the existing shares to the Company. The Secretary of the Company shall cancel the existing shares and issue the Voting and Non-Voting Class A stock as enumerated in the table above.

7. Representations of Shareholders. Each Shareholder represents and warrants as follows:

(a) Shareholders are the lawful record owner of all shares in the Company listed in Section 2 next to Shareholders' name and such shares are all of the shares or other securities of Subsidiary owned by Shareholders. Shareholders have good title to all shares, free and clear of any liens, encumbrances, security agreements, equities, options, claims or charges. There are no agreements or understandings between Shareholders and any other person with respect to the voting of any of such shares or any other matters with respect to the shares that would in any way impede the exchange of the shares in Subsidiary in accordance with the terms of this Agreement. The shares listed in Section 2 represent all outstanding shares in Subsidiary.

(b) The consummation of the transactions contemplated by this Agreement will not result in or constitute a default or event that, with notice, lapse of time or both, or the occurrence or non-occurrence of any other event would be a default, breach or violation of any contract, agreement, commitment, indenture, mortgage, deed of trust, or other agreement, instrument or arrangement to which Shareholder is a party or by which their property is bound.

(c) Shareholders have the right, power, legal capacity, and authority to enter into and perform Shareholders' obligations under this Agreement. No approval, consent, order or authorization of, or registration or filing with, or notice to, any governmental or public body or authority is or was required to be obtained, effected or given by Shareholders in connection with this Agreement, except such as have been or, prior to the execution of this Agreement, will have been obtained. The execution, delivery and performance by Shareholders of this Agreement does not and will not require approval or consent of any trustee, or holders of any indebtedness or obligations of Shareholders. There are no actions, suits or proceedings pending or, to the best of Shareholders' knowledge and belief, threatened before or by any court, arbitrator or governmental body against or involving Shareholders or any of Shareholders' property or affecting this Agreement or the transactions contemplated hereby which, individually or in the aggregate, if adversely determined, might have a materially adverse effect on the validity of this Agreement.

(d) Shareholders have had the opportunity to review all documents requested by him or her and based on that review, believes that the recapitalization is fair.

(e) This exchange of shares has been approved by Unanimous Consent of all Shareholders as of the Effective Date of November 1, 2012.

8. Representations of Company. Company represents and warrants as follows:

(a) Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida and is qualified and authorized to conduct business in all jurisdictions where it conducts business.

(b) Company has the right, power, legal capacity, and authority to enter into and perform its obligations under this Agreement, and no approvals or consents of any persons or entities are necessary. No consent, approval, order or authorization of, and no notice to or filing with, any court, administrative agency, other governmental entity or other person or entity is required in connection with the execution, delivery and performance of this Agreement.

(c) As of the Effective Time, the Company's Voting and Non-Voting shares to be delivered to the Shareholder will constitute the valid and legally issued shares of Company, fully paid and nonassessable.

9. Intention of the Parties. The parties hereto intend that this recapitalization shall qualify under Section 368(a)(1)(E) of the Internal Revenue Code of 1986, as amended, and that no gain or loss shall be recognized by any of the parties hereto as a result of the recapitalization hereunder. Accordingly, all provisions of this Agreement shall be construed to carry out such intention. Any provision hereof which is inconsistent with such intention shall be null and void and of no effect.

10. Miscellaneous.

(a) This Agreement reflects the parties' entire agreement, and it merges all previous or contemporaneous agreements, representations, and undertakings between the parties, whether oral or written, or both.

(b) This Agreement and the performance thereof shall be interpreted, construed under and governed by the laws of the State of Florida, without regard to its principles of conflicts of law.

(c) If a party pursues either legal or equitable relief, or both, to settle a dispute between the parties arising under or relating to this Agreement, the party shall bring such an action only in the Circuit Court in the County of which the principal office of Company is located and each party hereby agrees to submit to the jurisdiction of such Court.

(d) If a party should institute legal action, including, without limitation, litigation to enforce any provision of this Agreement, the prevailing party shall be entitled to receive, in addition to any other relief awarded such party, reasonable attorneys' fees and expenses for the prosecution or defense of such litigation.

(e) All parties agree that they have carefully read this Agreement, understand its terms and that they have been advised of their rights to consult with an attorney prior to signing this Agreement.


11. Counterparts. This Agreement may be executed in multiple counterparts, all of which, when so executed, shall constitute one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above written.

“Company”

“Shareholders”

COMFORT TEMP COMPANY

By: 
Name: TOM WORTHMANN
Title: PRES

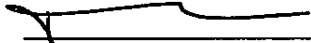
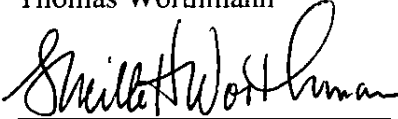
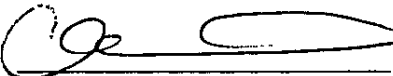

Thomas Worthmann

Lucille Worthmann

Erik Worthmann

Exhibit "A"

**AMENDMENT TO ARTICLES OF INCORPORATION PURSANT TO THE
PLAN OF RECAPITALIZATION AND AMENDMENT TO ARTICLES OF
INCORPORATION OF COMFORT TEMP COMPANY DATED
OCTOBER 1, 2012.**

Article III shall be deleted in its entirety and replaced with the following language:

"The Corporation is hereby authorized to issue 10,000 shares of Voting and Non-Voting Class A Stock, par value \$0.20 per share. The maximum number of Voting shares that the corporation shall have outstanding is 1,000 shares. The maximum number of Non-Voting shares that the corporation shall have outstanding is 9,000 shares.

Authorized capital stock may be paid for in cash, services or property, at a just value to be fixed by the Board of Directors of this Corporation at any regular or special meeting."

WRITTEN UNANIMOUS
CONSENT OF SHAREHOLDERS
OF
COMFORT TEMP COMPANY

The undersigned, being all of the Shareholders of COMFORT TEMP COMPANY, consent to the following resolutions and waive notice of a meeting of the Shareholders and the holding of such meeting, it being intended that this consent shall have the same force and effect as the unanimous vote of the Shareholders of COMFORT TEMP COMPANY at a special meeting of the Shareholders duly called and held at which a quorum was present and acting unanimously throughout. This written consent may be executed in multiple counterparts and by facsimile transmitted signature, and all such counterparts and signatures shall constitute this entire written consent. The resolutions to which the undersigned consent are as follows:

WHEREAS, The Shareholders of COMFORT TEMP COMPANY have executed and approved a Plan of Recapitalization and Amendment to the Articles of Comfort Temp Company, where all issued and outstanding stock of the Company shall be exchanged for Voting and Non-Voting Stock in the Company.

WHEREAS, The Shareholders are the owners of all the issued and outstanding stock of COMFORT TEMP COMPANY.

WHEREAS it is considered advisable for the Corporation to recapitalize as described in the Agreement,

and issue Voting and Non-Voting Shares in the following proportions:

Stockholder	Shares Currently Owned	Shares to be Issued	
		Voting	Non-Voting
Thomas Worthmann	882	441	3969
Lucille Worthmann	880	440	3960
Erik Worthmann	238	119	1071
TOTAL	2000	1000	9000

WHEREAS, it is necessary to amend the Articles of Incorporation of the Company to effectuate said Recapitalization.

NOW THEREFORE, BE IT UNANIMOUSLY AGREED, that the Articles of Incorporation shall be amended as follows:

Article III shall be deleted in its entirety and replaced with the following language:

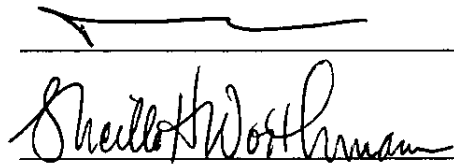
The Corporation is hereby authorized to issue 10,000 shares of Voting and Non-Voting Class A Stock, par value \$0.20 per share. The maximum number of Voting shares that the corporation shall have outstanding is 1,000 shares. The maximum number of Non-Voting shares that the corporation shall have outstanding is 9,000 shares.

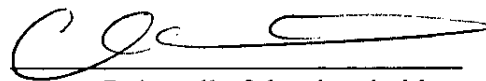
Authorized capital stock may be paid for in cash, services or property, at a just value to be fixed by the Board of Directors of this Corporation at any regular or special meeting.”

BE IT UNANIMOUSLY AGREED, that the Board of Directors hereby is authorized and directed to take all necessary actions to implement that certain Plan of Recapitalization and Amendment to the Articles of Comfort Temp Company, dated as of the 1st day of October, 2012, by and between the Shareholders and the Company, in the form presented to the Board of Directors, which COMFORT TEMP COMPANY be and hereby is authorized to execute, deliver, and perform; and

BE IT FURTHER UNANIMOUSLY AGREED, that the cancellation of outstanding COMFORT TEMP COMPANY stock and issuance of COMFORT TEMP COMPANY voting and non-voting stock as described in Agreement, is hereby expressly authorized and approved, by all Shareholders; and

BE IT FURTHER UNANIMOUSLY AGREED, that the Board of Directors of COMFORT TEMP COMPANY be and hereby are authorized and directed in the name of and on behalf of COMFORT TEMP COMPANY to take such further actions and execute and deliver such other documents, agreements, amendments and certificates as may reasonably be necessary, advisable or appropriate to fully perform the terms and conditions of the Agreement and to carry out the intent of these resolutions.





Being all of the shareholders

WRITTEN CONSENT OF DIRECTORS

OF

COMFORT TEMP COMPANY

The undersigned, being all of the directors of COMFORT TEMP COMPANY, consent to the following resolutions and waive notice of a meeting of the Board of Directors and the holding of such meeting, it being intended that this consent shall have the same force and effect as the unanimous vote of the Board of Directors of COMFORT TEMP COMPANY at a special meeting of the Board of Directors of COMFORT TEMP COMPANY duly called and held at which a quorum was present and acting unanimously throughout. This written consent may be executed in multiple counterparts and by facsimile transmitted signature, and all such counterparts and signatures shall constitute this entire written consent. The resolutions to which the undersigned consent are as follows:

WHEREAS, The Shareholders of COMFORT TEMP COMPANY have presented to the Board a Plan of Recapitalization and Amendment to the Articles of Comfort Temp Company, where all issued and outstanding stock of the Company shall be exchanged for Voting and Non-Voting interests in the Company.

WHEREAS, The Shareholders are the owners of all the issued and outstanding stock of COMFORT TEMP COMPANY.

WHEREAS it is considered advisable for the Corporation to recapitalize as described in the Agreement, and issue Voting and Non-Voting Shares in the following proportions:

Stockholder	Shares Currently Owned	Shares to be Issued	
		Voting	Non-Voting
Thomas Worthmann	882	441	3969
Lucille Worthmann	880	440	3960
Erik Worthmann	238	119	1071
TOTAL	2000	1000	9000

WHEREAS, it is necessary to amend the Articles of Incorporation of the Company to effectuate said Recapitalization.

WHEREAS, the Shareholders have approved the Recapitalization and Amendment to the Articles;

NOW THEREFORE, BE IT RESOLVED, that the Articles of Incorporation of COMFORT TEMP COMPANY are amended as follows:

Article III shall be deleted in its entirety and replaced with the following language:

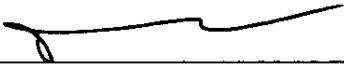
The Corporation is hereby authorized to issue 10,000 shares of Voting and Non-Voting Class A Stock, par value \$0.20 per share. The maximum number of Voting shares that the corporation shall have outstanding is 1,000 shares. The maximum number of Non-Voting shares that the corporation shall have outstanding is 9,000 shares.

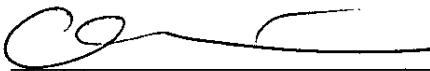
Authorized capital stock may be paid for in cash, services or property, at a just value to be fixed by the Board of Directors of this Corporation at any regular or special meeting."

BE IT FURTHER RESOLVED, that the cancellation of outstanding COMFORT TEMP COMPANY stock and issuance of COMFORT TEMP COMPANY voting and non-voting stock as described in Agreement, is hereby expressly authorized and approved, by and on behalf of COMFORT TEMP COMPANY; and

BE IT FURTHER RESOLVED, that the proper officers of COMFORT TEMP COMPANY be and hereby are authorized and directed in the name of and on behalf of COMFORT TEMP COMPANY to take such further actions and execute and deliver such other documents, agreements,

amendments and certificates as may reasonably be necessary, advisable or appropriate to fully perform the terms and conditions of the Agreement and to carry out the intent of these resolutions.





Being all of the directors