

L16000151266

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

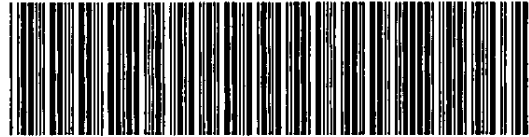
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



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SECRETARY OF STATE
DIVISION OF CORPORATIONS
18 APR 30 PM 1:25

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MAY 02 2018

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: Massage Best 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:

WANXIN LI
Name of Person

Firm/Company

1678 SE Port St Lucie Blvd
Address

Port St Lucie 34952
City/State and Zip Code

angel1899@outlook.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

WANXIN LI at (954) 253 4899
Name of Person 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

ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF

Massage Best 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 08/12/2016 and assigned Florida document number L16000151266.

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 contain 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)

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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: Wanxin Li

New Registered Office Address: 1678 SE Port St Lucie Blvd
Enter Florida street address

port st. lucie, Florida 34952
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 605, 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.

[Signature]
If Changing Registered Agent, Signature of New Registered Agent

If amending Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

MGR = Manager
AMBR = Authorized Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
AMBR	Li'u, Chang		<input type="checkbox"/> Add
			<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
AMBR	Tang, Wei Bing		<input type="checkbox"/> Add
			<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
AMBR	Wanxin Li		<input checked="" type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change

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

Please see attached contract titled
"Sale and Purchase Agreement"

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DIVISION OF CORPORATIONS

E. Effective date, if other than the date of filing: _____ (optional)

(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)

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.

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of:

(b) The 90th day after the record is filed.

Dated 04/27/2018

Signature of a member or authorized representative of a member

Wei Bing Tang

Typed or printed name of signee

STOCK SALE AND PURCHASE AGREEMENT

This STOCK SALE AND PURCHASE AGREEMENT (this "Agreement") is made by and between Weibing Tang & Chang Liu (the "Sellers") and Wanxin Li (the "Buyer"). The Sellers and the Buyer are also referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Sellers own 100% of the voting common stock of Massage Best LLC (the "Company") and desire to sell all the shares (the "Shares") to the Buyer; and

WHEREAS, the Sellers have agreed to sell and the Buyer has agreed to buy the Shares and the Parties desire to set forth the terms and conditions governing the purchase and sale of the Shares.

NOW, THEREFORE, for and in consideration of the premises, the mutual agreements and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Agreement to Sell and Purchase the Shares. In consideration of, and in express reliance upon, the representations and warranties of the Sellers and the Buyer in this Agreement, the Sellers hereby agree to transfer and convey the Shares to the Buyer, and the Buyer hereby agrees to pay the aggregate purchase price of \$28,000 for the Shares and the Company's furniture, fixtures & equipment (Appendix 1: Items List is attached to this Agreement). The deposit of \$2,000 has been paid. The remaining purchase price of \$26,000, by cashier's check, will be paid to the Sellers when the Buyer takes over the business.

2. Closing. The closing of the purchase and sale of the Shares under this Agreement shall occur simultaneously with the execution of this Agreement by the Parties. Simultaneously herewith, the Buyer has delivered payment of the purchase price listed above and the Sellers have surrendered to the Buyer 100% of the voting common stock of the Company.

(a) Deposit and Failure to Close

If the transaction set out in this Agreement does not close due to the Sellers' refusal to sell, then \$2,000 deposit plus \$2,000 penalty should be paid to the Buyer.

If the transaction set out in this Agreement does not close due to the Buyer's refusal to buy, the deposit of \$2,000 should not be returned to the Buyer by the Sellers.

If the transaction set out in this Agreement does not close due to lease assignment failure, the Sellers should return the Buyer the deposit of \$2,000.

3. Representations and Warranties of Sellers. The Sellers represent and warrant to the Buyer as follows:

(a) The Sellers have good, valid and marketable title to the Shares free and clear of all mortgages, liens, pledges, security interests, charges, claims and other encumbrances and defects of title of any nature whatsoever.

(b) No person has any right or other claim against Sellers for any commission, fee or other compensation as a finder or broker in connection with the transaction contemplated by this Agreement.

4. Representations and Warranties of Buyer. The Buyer represents and warrants to the Seller as follows:

(a) No person has any right or other claim against the Buyer for any commission, fee or other compensation as a finder or broker in connection with the transaction contemplated by this Agreement.

(b) The Buyer is financially capable of bearing the risk of loss of the entire investment represented by the Shares and is able to bear the economic risk of investment in the Shares for an indefinite period of time.

5. Miscellaneous.

(a) This Agreement contains all of the promises, agreements, conditions, terms, understandings, warranties and representations of the Parties with respect to the transactions and business relationships contemplated thereby and herein, and there are no other promises, agreements, conditions, understandings, warranties or representations, oral or written, express or implied, among them other than as set forth in this Agreement.

This Agreement supersedes all prior agreements and understandings among the Parties with respect to its subject matter.

(b) This Agreement and all amendments, modifications, authorizations or supplements to this Agreement and the rights, duties, obligations and liabilities of the Parties under such document will be determined in accordance with the applicable provisions of the laws of the State of Florida, without reference to its doctrines or principles of conflicts of laws.

(c) This Agreement will be binding upon and inure to the benefit of the Parties, their personal and legal representatives, guardians, successors and assigns.

(d) Neither Party may assign this Agreement or any of the rights, interests, or obligations hereunder without the prior written approval of the other Party.

(e) This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts when taken together shall constitute but one and the same instrument.

(f) The Buyer is responsible for the debts, obligations and unlawful actions of the Company after the Buyer takes over the business.

(g) The Sellers opened permit (permit # 1629061) from City of Port St. Lucie Building Department for the Company's renovation. All the work has been completed and passed the final inspection. The permit has been closed accordingly.

(h) Company's Massage Establishment License. The Buyer, Wanxin Li, should inform Board of Massage of adding herself as Company's officer. The Seller, Weibing Tang, has the right to remove her name from the Company's massage establishment license.

(i) Weibing Tang signs this Agreement on behalf of the Sellers.

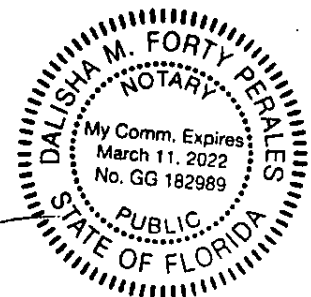
IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the dates set forth below.

Date: 04/27/2018 [Signature]
"Seller"
Weibing Tang

State of Florida
County Of Martin

The foregoing instrument was acknowledged before me this 4/27/18
by Weibing Tang, who is personally known to me or who has produced
id photo license as identification.

[Signature]
Notary Public



"Buyer"

04/27/2018

Wanxin Li

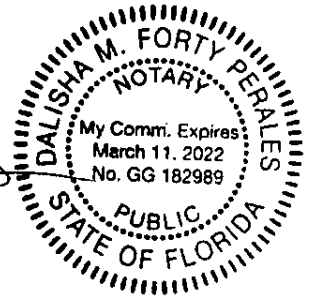
Wanxin Li

State of Florida

County Of Martin

The foregoing instrument was acknowledged before me this 4/27/18
by Wanxin Li, who is personally known to me or who has produced
it driver's license as identification.

Dalisha M. Fortes
Notary Public



Massage Best LLC. 所有设备列表.

沙发一个, 收银台一个, 一个垃圾桶, 一个保险箱, 一个四层架子.

四个摆放花瓶, 聚宝盆饰物一件, 紫水晶饰品一个.

听瓷脚沙发, 两个大种听, 存单3个, 按摩床3张.

大小凳子四个, 屏风的, 不锈钢铁架两个, 四个洗脸盆, 一个洗衣

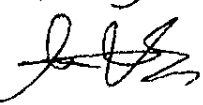
机, 一个烘干机, 一个紫砂兰子, 一个冲生田, 一个水缸, 一个微

炉, 一个炒菜锅, 一个电饭煲, 一个咖啡壶, 一个摄像机, 电话两个

其它的东西全部存在.

双方已清楚认可以上列表:

经手人: Weibing Tang

卖家: 

买家: 

4/26/2018.

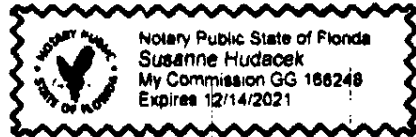
Power of Attorney

This Power of Attorney is given by me, Chang Liu (the owner of Massage Best LLC), presently of 1678 SE Port St. Lucie Blvd ^{Port St. Lucie, FL 34952}, in the state of Florida, on this 27th day of April, 2018. I appoint Weibing Tang 1678 SE Port St. Lucie Blvd Port St. Lucie Florida ³⁴⁹⁵² to act as my principal. I give all the power of Massage Best LLC to Weibing Tang. She can sign for me for all the paper works.

ATTESTATION
STATE OF Florida COUNTY OF Brevard
On this 27th day of April, 2018, I attest that the preceding or attached document is a true exact, complete, and unfiltered photocopy made by me of Susanne Hudacek
presented to me by the document's custodian,
Susanne Hudacek
and to the best of my knowledge, that the photocopied document is neither a public record nor a publicly recordable document, certified copies of which are available from an official source other than a notary public.

OFFICIAL NOTARY SIGNATURE

NAME OF NOTARY TYPED, PRINTED OR STAMPED



Love Liu

Chang Liu

[Signature]

Wei Bing Tang

Power of Attorney

This Power of Attorney is given by me, Chang Liu, (the owner of Massage Best LLC), presently of 1678 SE Port St. Lucie Blvd, ^{Port St. Lucie, FL 34952} in the state of Florida, on this 27th day of April, 2018. I appoint Weibing Tang 1678 SE Port St. Lucie Blvd ³⁴⁹⁵² Florida, to act as my principal. I give all the power of Massage Best LLC to Weibing Tang. She can sign for me for all the paper works.

ATTESTATION

STATE OF Florida COUNTY OF Brevard

On this 27th day of April, 2018, I attest that the preceding or attached document is a true, exact, complete, and unaltered photocopy made by me of Susanne Hudacek

presented to me by the document's custodian,

Susanne Hudacek

and to the best of my knowledge, that the photocopied document is neither a public record nor a publicly recordable document, certified copies of which are available from an official source other than a notary public.

OFFICIAL NOTARY SIGNATURE

NAME OF NOTARY TYPED, PRINTED OR STAMPED



Chang Liu

Chang Liu

Weibing Tang

Wei Bing Tang