

PO6000138866

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

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MAIL

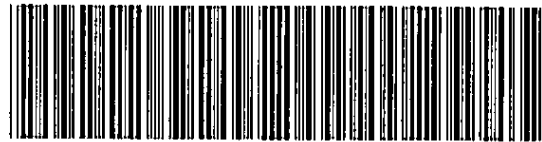
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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Office Use Only



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08/26/21--01014--011 **35.00

R. WHITE

SEP 03 2021

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: BACKYARD DESIGNS, INC.

DOCUMENT NUMBER: PO06000138866

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

Please return all correspondence concerning this matter to the following:

CEZARY SADLINSKI

Name of Contact Person

BACKYARD DESIGNS, INC.

Firm/ Company

4265-A ELDRIDGE LOOP

Address

ORANGE PARK, FL 32073

City/ State and Zip Code

csadlinski@polinvestor.com

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

For further information concerning this matter, please call:

CEZARY SADLINSKI

Name of Contact Person

at (386-237-5175)

Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

☒ \$35 Filing Fee

☐ \$43.75 Filing Fee &
Certificate of Status

☐ \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed)

☐ \$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

BACKYARD DESIGNS, INC.

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

PO6000138866

(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)

4265-A ELDERIDGE LOOP
ORANGE PARK FL 32073

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 CEZARY SADLINSKI

4265-A ELDERIDGE LOOP ORANGE PARK

(Florida street address)

New Registered Office Address:

4265-A ELDERIDGE LOOP

Florida

32073

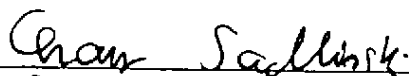
(City)

(Zip Code)

ORANGE PARK

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:

☒ Change PT John Doe

☒ Remove V Mike Jones

☒ Add SV Sally Smith

Type of Action (Check One)	Title	Name	Address
1) <input type="checkbox"/> Change	<u>DP</u>	<u>HOLDER, JOE M.</u>	<u>6170 A1A SOUTH #215</u>
<input type="checkbox"/> Add			<u>ST. AUGUSTINE, FL 32080</u>
<input checked="" type="checkbox"/> Remove			
2) <input type="checkbox"/> Change	<u>DS</u>	<u>HOLDER DEBORAH F.</u>	<u>6170 A1A SOUTH #215</u>
<input type="checkbox"/> Add			<u>ST. AUGUSTINE, FL 32080</u>
<input checked="" type="checkbox"/> Remove			
3) <input type="checkbox"/> Change	<u>DT</u>	<u>TURNER, PAMELA O.</u>	
<input type="checkbox"/> Add			<u>3915 LAKE CREST TERRACE</u>
<input checked="" type="checkbox"/> Remove			<u>MIDDLEBURG, FL 32068</u>
4) <input type="checkbox"/> Change	<u>DV</u>	<u>TURNER, MARK S.</u>	<u>3915 LAKE CREST TERRACE</u>
<input type="checkbox"/> Add			<u>MIDDLEBURG, FL 32068</u>
<input checked="" type="checkbox"/> Remove			
5) <input type="checkbox"/> Change	<u>DP</u>	<u>SADLINSKI, CEZARY</u>	<u>4265-A ELDRIDGE LOOP</u>
<input checked="" type="checkbox"/> Add			<u>ORANGE PARK, FL 32073</u>
<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)

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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")

(if not applicable, indicate N/A)

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook or legal pad style.

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

Effective date if applicable: AUGUST 1, 2021X
(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)

AUGUST 12, 2021
Dated _____

Signature Cezary Sadlinski
(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)

CEZARY SADLINSKI Cezary Sadlinski CEZARY SADLINSKI
(Typed or printed name of person signing)

PRESIDENT
(Title of person signing)

The date of each amendment(s) adoption: AUGUST 25, 2008

Effective date if applicable: N/A
(no more than 90 days after amendment file date)

Adoption of Amendment(s) **(CHECK ONE)**

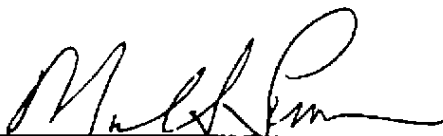
- ☐ The amendment(s) was/were approved by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.
- ☐ The amendment(s) was/were approved by the shareholders through voting groups. *The following statement must be separately provided for each 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.

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)

MARK S. TURNER

(Typed or printed name of person signing)

VICE-PRESIDENT

(Title of person signing)

FILING FEE: \$35

CERTIFIED COPY OF COMPANY RESOLUTION,
INCUMBENCY CERTIFICATE
AND ACTION BY UNANIMOUS CONSENT

We, the undersigned members of **Backyard Designs, Inc.** (hereinafter referred to as "the Company"), **DO HEREBY CERTIFY**, that the following Resolutions were duly adopted by unanimous consent of the members of the Company in lieu of a meeting on 8/8/2021 | 6:32:07 AM PDT.

WHEREAS, the Company has applied to sell the company assets, stocks and all intangible and intangible assets to Cezary Sadlinski; and

WHEREAS, it is in the best interests of the Company and its stockholders to sell the Company as stated above to Cezary Sadlinski.

"BE IT RESOLVED that **Joe M. Holder, President** of the Company, is hereby authorized and directed to execute all documents necessary for the Company.

BE IT FURTHER RESOLVED that the President of the Company is hereby authorized to execute such further and other documents and instruments as may be necessary or desirable in their sole discretion in order to consummate the transaction.

We FURTHER CERTIFY that the foregoing Resolutions remain in full force and effect, have not been rescinded or modified, and were adopted in conformity with the Articles of Organization and Operating Agreement of the Company.

We FURTHER CERTIFY that the duly elected and serving officers of the Company authorized to execute documents on behalf of the Company (including, without limitation, all documents pertaining to the transaction described in the foregoing resolutions) are identified below, and that the signature adjacent to each such officer's name and title is the true and authentic signature of such officer:

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Joe M. Holder	President	X <u>Joe M. Holder</u>

IN WITNESS WHEREOF, We have hereunto set our hand and seal and the seal of the Company on 8/8/2021 | 6:32:07 AM PDT.

Mark S. Turner
Mark S. Turner
Vice President

Deborah F. Holder
Deborah F. Holder
Secretary

Pamela O. Turner
Pamela O. Turner
Treasurer

Prepared by:
Rusty Huseman
William R. Huseman, P.A.
9310 Old Kings Road South, Suite 702
Jacksonville, FL 32257
904-448-5552

Return to:
Rusty Huseman
William R. Huseman, P.A.
9310 Old Kings Road South, Suite 702
Jacksonville, FL 32257
904-448-5552

AGREEMENT FOR DEED

This Agreement for Deed (this "Agreement") is entered into on _____, by and between **BCM Homes, LLC, BCM Capital LLC, and BCM Properties Realty LLC** (collectively "Grantor"), whose address is 301 Yamato Road, Suite 1240, Boca Raton, FL 33431, and **Joe M. Holder, Mark S. Turner, Deborah F. Holder, and Pamela O. Turner** (collectively "Grantee"), whose address is 4265-A Eldridge Loop, Orange Park, FL 32073. The terms "Grantee" and "Grantor" shall include the heirs, personal representatives, successors, legal representatives, and assigns of the parties.

WHEREAS, the parties agree that Grantor shall pledge as additional collateral and Grantee shall accept as additional collateral the property as set forth in Exhibit A attached hereto and incorporated by reference (the "Property").

Therefore, it is agreed as follows:

1. **Stock Purchase Agreement:** The Grantor has executed on the date as first written above, a Stock Purchase Agreement to acquire from Grantee, all the outstanding and issued shares of Backyard Designs, Inc. ("BDI"). The Stock Purchase Agreement is secured by a Promissory Note by BDI, a Personal Guaranty, and a Stock Pledge Agreement ("Advance Documents"), all of which are incorporated herein by reference.
2. **Conveyance:** Upon payment in satisfaction of the terms of the Advance Documents, this Agreement shall become null and void.
3. **Recording of Agreement for Deed:** **THIS AGREEMENT FOR DEED SHALL NOT BE RECORDED IN THE PUBLIC RECORDS OF THE RESPECTIVE PROPERTY.**
4. **Expenses:** In the event of default by Grantor, Grantor shall, at Grantor's sole expense, furnish a warranty deed on one or more of the properties as set forth in Exhibit A. In determining which property or properties to convey, Grantor, in its sole discretion, shall convey one or more properties such that the conveyance would satisfy the outstanding

balance on the above referenced Promissory Note. To that end, Grantee may demand Grantor have the Property appraised to determine the value of the property(ies) being conveyed under this Agreement.

5. **Attorneys' Fees and Costs:** If either party shall breach the terms of this Agreement, and if the other party employs an attorney to enforce rights under this Agreement, the prevailing party in any litigation shall be entitled to recover all costs of enforcing this Agreement, including reasonable attorneys' fees.

6. **Grantor Representations:**

- a. The undersigned are the rightful owners of the Property. Cezary Sadlinski has full power and authority to execute this Agreement and thus, in the event of default, to convey the Property.
- b. Grantor has no knowledge of facts materially affecting the value of the Property other than those which Grantee can readily observe.
- c. To Grantor's knowledge, the Property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature, and description of record whatsoever, except for mortgage or mortgages, if any, and except for real estate and personal property taxes for the year 2021, which are not yet due and payable.
- d. There have been no improvements, alterations, or repairs since acquisition by the Grantor to the Property for which the costs thereof remain unpaid, that there are no claims for labor or material furnished for repairing or improving the same, which remain unpaid since the acquisition by Grantor, and that there are no mechanic's, materialmen's, or laborer's liens since acquisition by Grantor against the Property.
- e. To the Grantor knowledge, there have been no documents recorded in the Public Records where the properties are situated which affect title to the Property and Grantor has not entered into any contracts for the sale, disposition or leasing of the Property.
- f. The Grantor knows of no violations of Municipal or County Ordinances pertaining to the above described property. No judgment or decree has been entered in any court in this State or the United States against said Grantor which remains unsatisfied.
- g. To Grantor's knowledge, there are no matters pending against the Grantor that could give rise to a lien that would attach to the property between the effective date of commitment and the recording of the interest to be insured. Grantor has not and will not execute any instruments that would adversely affect the interests

to be conveyed without first obtaining written authorization from the Grantee, which authorization shall not be unreasonably withheld.

- h. Grantor's title to, and possession and enjoyment of, the Property have been open, notorious, peaceable, and undisturbed, and have never been disputed nor questioned.
- i. To Grantor's knowledge, there are no disputes concerning the boundary lines of the Property, and the operation of any buildings on said Property has been in compliance with the applicable building codes, ordinances, and statutes.
- j. Grantor has received no notice of any public hearing regarding assessment for improvements or changes in applicable zoning laws concerning the Property within the past ninety (90) days.
- k. To Grantor's knowledge, there are no actions or proceedings now pending in any State or Federal Court to which the Grantor is a party, including but not limited to, proceedings in bankruptcy, receivership, or insolvency, nor are there any judgments, bankruptcies, liens, or executions of any nature which constitute or could constitute a charge or lien upon said Property.
- l. To Grantor's knowledge, there are no unrecorded easements, claims of easement or rights-of-way affecting all or any portion of the Property.
- m. Grantor is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986.

7. **Assignment:** Grantor may exchange, sell, transfer, convey any real properties as long he maintains personal financial net worth, equal to or greater than debt owed to the Grantees. However, if Grantee's personal financial net worth be valued lesser than debt owed, then, Grantor shall not assign any interest under this Agreement for Deed or otherwise sell, transfer, or convey any interest in the Property without the prior written consent of Grantee, which may be withheld at Grantee's sole discretion. Any sale, transfer, or conveyance without the prior written consent of Grantee shall constitute a material default under this Agreement for Deed, for which Grantee may, without notice or demand, accelerate and declare immediately due all sums payable under the Advance Documents. These provisions may not be waived except in writing signed by Grantee. A waiver and consent to a particular sale or other transfer shall not constitute a waiver and consent to any subsequent sale or transfer.

8. **Taxes/Insurance:** At all times material to the Advance Documents, Grantor shall continue to pay all taxes, assessments, liens, and other impositions that legally may be levied or imposed on the Property. If taxes or other assessments are not promptly paid when due,

Grantee may pay them and may seek repayment from Grantor. Grantee shall not be obligated to pay for or reimburse Grantor for all costs of hazard insurance related to the Property.

9. **Possession:** In the event of default, Grantor shall grant the right of possession to Grantee on execution of this Agreement.

10. **Default:** If Grantor fails to make any of the payments provided for in this Agreement for a period of 30 days after the payment becomes due or otherwise breaches the terms of this Agreement, Grantee may pursue such legal remedies as are available to Grantee. If Grantor fails to perform any of the covenants of this Agreement or the Advance Documents, Grantee shall notify Grantor in writing and Grantor shall be entitled to cure the defect within a thirty (30) day notice period. If Grantor is unable or unwilling to cure the default during the notice period, Grantee may proceed to enforce Grantee's rights under this Agreement by specific performance.

11. **Casualty Loss or Damage:** If the Property is damaged by any casualty prior to the execution of this Agreement, Grantor shall immediately notify Grantee in writing. If the cost of repair or restoration does not exceed 3% of the Purchase Price, cost of repair or restoration will be an obligation of Grantor and closing will proceed pursuant to the terms of this Agreement. If the cost of repair or restoration exceeds 3% of the purchase price, Grantor may: i) promptly satisfy the terms and conditions of the Advance Documents; ii) provide substitute property valued as such amount as to insure Grantee has sufficient collateral to secure the above referenced Promissory Note; or iii) the parties may agree on such other remedies to insure Grantee has sufficient collateral to secure the Promissory Note.

12. **Maintenance and Improvements.** Grantor agrees to undertake all such improvements, construction, and/or renovation, at Grantor's sole expense, to any and all buildings, permanent fixtures, and other improvements currently on the land or Property.

13. **Entire Agreement/Amendment.** This Agreement for Deed 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 Agreement for Deed. This Agreement for Deed may be modified or amended in writing, so long as all parties obligated under this Agreement sign the agreement.

14. **Severability.** If any portion of this Agreement for Deed 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 Agreement for Deed 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.

15. **Governing Law.** This Agreement for Deed shall be construed in accordance with the laws of the State of Florida.

16. **Waiver.** The failure of either party to enforce any provisions of this Agreement 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 Agreement for Deed.

17. **Counterpart Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. In addition, facsimile or electronic counterparts of this Agreement shall be deemed for all purposes as an original, and the parties agree to deliver counterparts of this Agreement containing original signatures as soon as possible.

Signature page to follow.

Signed, sealed, and delivered
in the presence of:

Grantors:

BCM Homes, LLC

By: Cezary Sadlinski
Name: Cezary Sadlinski
Its: Manager

BCM Capital LLC

By: Cezary Sadlinski
Name: Cezary Sadlinski
Its: Manager

BCM Properties Realty LLC

By: Cezary Sadlinski
Name: Cezary Sadlinski
Its: Manager

Witnesses for all:

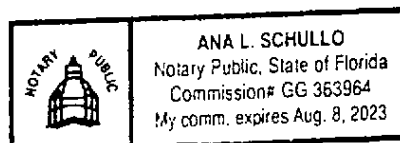
Name: [Signature]

Name: [Signature]

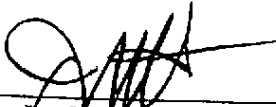
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this 9th day of August, 2021, by **Cezary Sadlinski as Manager for BCM Homes, LLC and BCM Capital LLC, and BCM Properties Realty LLC**, who ☐ is personally known to me OR who ☒ produced a valid driver's license as identification.

[Signature]
(NOTARY SEAL)

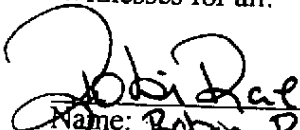


Signed, sealed, and delivered
in the presence of:

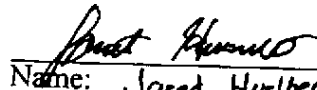


Joe M. Holder

Witnesses for all:



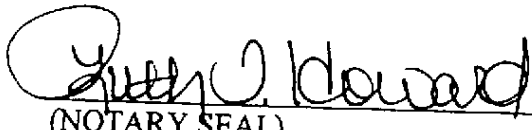
Name: Robin Ray



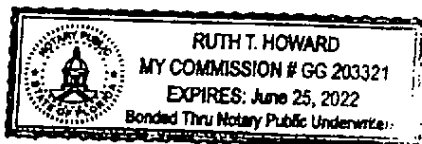
Name: Jared Hurlbert

STATE OF FLORIDA
COUNTY OF Clay

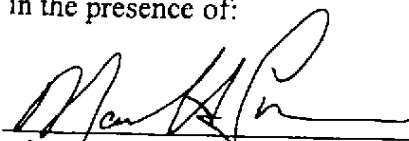
The foregoing instrument was acknowledged before me by means of ☒ physical
presence or ☐ online notarization, on this 3rd day of August, 2021, by **Joe M.**
Holder, who ☒ is personally known to me OR who ☐ produced a valid driver's license as
identification.




(NOTARY SEAL)

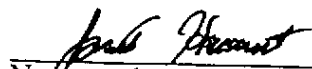


Signed, sealed, and delivered
in the presence of:


Mark S. Turner

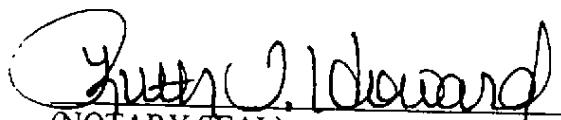
Witnesses for all:

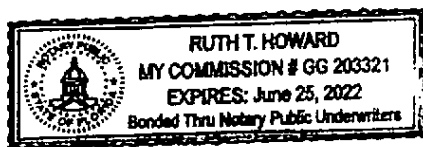

Name: Robin Ray


Name: Jared Hurlbert

STATE OF FLORIDA
COUNTY OF Clay

The foregoing instrument was acknowledged before me by means of ☒ physical
presence or ☐ online notarization, on this 3rd day of August, 2021, by **Mark S.**
Turner, who ☒ is personally known to me OR who ☐ produced a valid driver's license as
identification.


(NOTARY SEAL)



Signed, sealed, and delivered
in the presence of:

Pamela O. Turner
Pamela O. Turner

Witnesses for all:

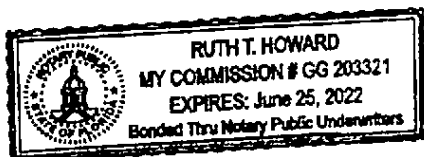
Robin Ray
Name: Robin Ray

Jared Hurlbert
Name: Jared Hurlbert

STATE OF FLORIDA
COUNTY OF Clay

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this 3rd day of August, 2021, by **Pamela O. Turner**, who ☒ is personally known to me OR who ☐ produced a valid driver's license as identification.

Ruth T. Howard
(NOTARY SEAL)



Signed, sealed, and delivered
in the presence of:

Deborah F. Holder
Deborah F. Holder

Witnesses for all:

Robin Rae
Name: Robin Rae

Jared Huelbert
Name: Jared Huelbert

STATE OF FLORIDA
COUNTY OF Clay

The foregoing instrument was acknowledged before me by means of ☒ physical
presence or ☐ online notarization, on this 3rd day of August, 2021, by
Deborah F. Holder, who ☒ is personally known to me OR who ☐ produced a valid driver's
license as identification.

Ruth T. Howard
(NOTARY SEAL)

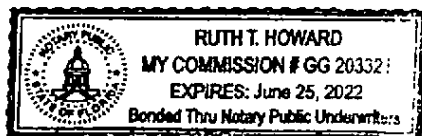


Exhibit A
Collateral Property

Properties commonly known as:

15 Regent Lane, Palm Coast, FL

29 Burning Bush Drive, Palm Coast, FL

25 Buffalo Bill Drive, Palm Coast, FL

24310 Highway 603, Kiln, MS

16 E Hood Drive, Pensacola, FL

1251 Boone St, Macon GA

961 NW 110th Ct, Ocala, FL

The following properties have been sold to third parties and the sales contract has the closings scheduled in Mid-August, 2021.

15 Regent Lane Palm Coast-sold

961 NW110 Ct, Ocala-sold