

PO1000011924

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP

WAIT

MAIL

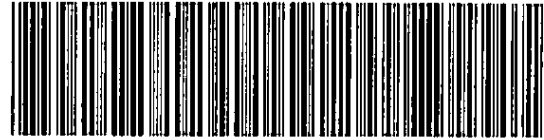
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



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04/13/21--01035--019 **35.00

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: O.D. Jones Construction Group Inc

DOCUMENT NUMBER: P01000011924

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

Please return all correspondence concerning this matter to the following:

Errol D. Jones
Name of Contact Person

O.D. Jones Construction Group Inc.
Firm/ Company

P.O. Box 1552
Address

Bartow, FL 33831
City/ State and Zip Code

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

For further information concerning this matter, please call:

Errol D. Jones at (863) 662-6630
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:

- \$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

Street Address
Amendment Section
Division of Corporations
The Centre of Tallahassee

Articles of Amendment
to
Articles of Incorporation
of

O.D. Jones Construction Group Inc

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

P01000011924

(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: N/A, 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.

N/A

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

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) <input checked="" type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove	<u>VDC'S</u>	<u>Errol D. Jones</u>	<u>1776 Polk St</u> <u>Hollywood, FL 33020</u>
2) <input type="checkbox"/> Change <input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove	<u>P</u>	<u>Otha E. Jones</u>	<u>8270 Woodland Center Blvd</u> <u>Suite 531</u> <u>Tampa, FL 33614</u>
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)

FEI/EIN Number changed from 59-3696242 to a new 85-0888249.

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 transfer Agreement, Action By written Consent Resolution of
the Directors, Action by written Consent Resolution of the shareholder
is Attached

The date of each amendment(s) adoption: 04/08/2021, if other than the date this document was signed.

Effective date if applicable: 04/09/2021
(no more than 90 days after amendment file date)

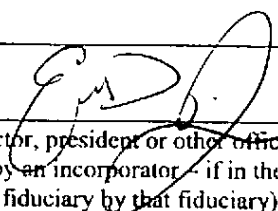
Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Adoption of Amendment(s) (CHECK ONE)

- The amendment(s) was/were adopted by the incorporators, or board of directors without shareholder action and shareholder action was not required.
- The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.
- The amendment(s) was/were approved by the shareholders through voting groups. The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):

"The number of votes cast for the amendment(s) was/were sufficient for approval
by _____"
(voting group)


Dated 04/08/2021

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)

Errol D. Jones

(Typed or printed name of person signing)

Vice President

 **IRS** DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 04-30-2020

Employer Identification Number:
85-0888249

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

C D JONES CONSTRUCTION GROUP INC
PO BOX 1552
BARTOW, FL 33831

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 85-0888249. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120

04/15/2021

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

**O.D. JONES CONSTRUCTION GROUP, INC.
STOCK TRANSFER AGREEMENT**

THIS AGREEMENT (hereinafter "Agreement") is entered on this 1st day of January 2018 by and between Otha D. Jones, Vivian K. Jones, and Otha Eric Jones (hereinafter "Transferors"), and Errol Jones (hereinafter "Transferee").

W I T N E S S E T H

1. Transferors are the owners of One Hundred Percent (100%) of the issued shares of stock in O.D. Jones Construction Group, Inc. (hereinafter "Corporation")
2. Transferor Otha D. Jones desires to transfer Fifty One Percent (51%) of his issued stock in the Corporation to Transferee.
Transferor Vivian K. Jones desires to transfer Twenty Four Percent (24%) of her issued stock in the Corporation to Transferee.
Transferor Otha Eric Jones desires to transfer Twenty Five Percent (25%) of his issued stock in the Corporation to Transferee.
3. Transferee, in satisfaction of Transferors' obligation under this Agreement desires to accept said stock transfer.
4. After said stock transfer, Transferee will own One Hundred Percent (100%) of the issued shares in the Corporation constituting 100% of its ownership.

A G R E E M E N T

THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged the parties and agree as follows:

1. **Ownership Percentage in Corporation.** Said transfer of stock shall constitute One Hundred Percent (100%) of the stock issued and outstanding by the Corporation.
2. **Transfer Price.** Transferee will pay to the Transferors the sum of ten dollars (\$10.00) for One Hundred percent (100%) of the Issued Shares.
3. **Effective Date.** Unless this Agreement has been terminated by all parties, the Transfer shall be effective January 1, 2018 (hereinafter "Effective Date").
4. **Representations and Warranties of the Corporation and Transferee.** As a material inducement to Transferee to enter into this Agreement and accept the Shares, Transferors and the Corporation, jointly and severally, represent and warrant that:
 - A. **Conduct of Business; Liabilities.** The Corporation is not in default under, and no condition exists that with notice or lapse of time would constitute a default of the Corporation under (i) any mortgage, loan agreement, evidence of indebtedness, or other instrument evidencing borrowed money to which the Corporation is a party or by which the Corporation or the properties of the Corporation are bound or (ii) any judgment, order, or injunction of any court, arbitrator, or governmental agency that would reasonably be expected to affect materially and adversely the business, financial condition, or results of operations of the Corporation taken as a whole.
 - B. **Compliance with Laws.** To the best of the Transferors' knowledge, the Corporation is, in the conducts of its business, in substantial compliance with all laws, statutes, ordinances, regulations, orders, judgments, or decrees applicable to them, the enforcement of which, if the Corporation was not in compliance therewith, would have materially adverse effect on the business of the Corporation, taken as a whole.

5. **No Liability.**

A. **Transferee.** Transferee shall not be liable for, and the Transferors shall indemnify, defend and hold Transferee and its successors and assigns harmless from and against (i) any and all claims, liabilities, losses, damages or expenses arising out of or in connection with the breach by Transferor of any of his representations or warranties made in this Agreement or the non fulfillment by Transferor of any covenant or promise made in this Agreement, and (ii) any and all claims, liabilities, and obligations of any kind or nature, contingent or otherwise, arising from or related to Transferor's operation of the Corporation prior to the Effective Date.

B. **Transferors.** The Transferors shall not be liable for, and Transferee shall indemnify, defend and hold the Transferors and their successors and assigns harmless from and against any claims, liabilities, and obligations of any kind arising after the Effective Date. Transferee further agrees that except as to the warranties set forth herein, Transferee receiving the stock as is, without warranty or representation of any kind.

6. **Miscellaneous**

A. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

B. **Attorneys' Fees.** In the event that a legal action is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to collect its costs of court, including reasonable attorneys' fees.

C. **Severability.** If any provisions of this Agreement are held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.

D. **Amendments.** No modification or amendment of this Agreement shall be effective unless made in writing and executed by both Transferor and Transferee.

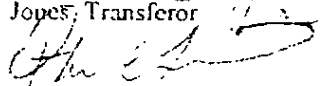
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.



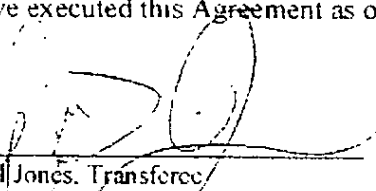
Otha D. Jones, Transferor



Vivian K. Jones, Transferor



Otha Eric Jones, Transferor



Errol Jones, Transferee

**ACTION BY WRITTEN CONSENT RESOLUTION
OF THE DIRECTORS OF
O. D. JONES CONSTRUCTION GROUP, INC.**

The Directors take the following action by written consent, without meeting, in accordance with Florida Law:

IT WAS RESOLVED that O. D. Jones Construction Group, Inc. (hereinafter the "Corporation") was organized January 31, 2001.

IT WAS FURTHER RESOLVED that the undersigned, constitute a majority of the Directors of the Corporation.

IT WAS FURTHER RESOLVED that the Directors of the Corporation have voted and agreed to accept the stock transfer agreement dated January 1, 2018 where in Otha D. Jones transfers Fifty One Percent (51%) of his issued shares to Errol Jones, Vivian K. Jones transfers Twenty Four Percent (24%) of her issued shares to Errol Jones, and Otha Eric Jones transfers Twenty Five Percent (25%) of his issued shares to Errol Jones.

IT WAS FURTHER RESOLVED that the Directors of the Corporation have voted and agreed to accept the resignation of Otha D. Jones and Vivian K. Jones as Directors of the Corporation.

IT WAS FURTHER RESOLVED that the ownership of the Corporation has changed and is as follows:

Errol Jones - 100% of Issued Shares

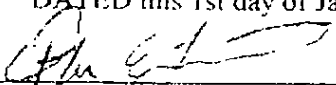
IT WAS FURTHER RESOLVED that the current Officers of the Corporation have not changed and are as follows:

Errol Jones - President

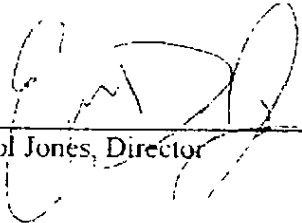
Errol Jones - Secretary

Errol Jones - Treasurer

DATED this 1st day of January, 2018.



Otha Eric Jones, Director



Errol Jones, Director

**ACTION BY WRITTEN CONSENT RESOLUTION
OF THE SHAREHOLDER[S] OF
O. D. JONES CONSTRUCTION GROUP, INC.**

The Shareholders take the following action by written consent, without meeting, in accordance with Florida Law:

IT WAS RESOLVED that O. D. Jones Construction Group, Inc. (hereinafter the "Corporation") was organized January 31, 2001.

IT WAS FURTHER RESOLVED that the undersigned is the sole Shareholder of the Corporation.

IT WAS FURTHER RESOLVED that the Shareholders of the Corporation have voted and agreed to accept the stock transfer agreement dated January 1, 2018 where in Otha D. Jones transfers Fifty One Percent (51%) of his issued shares to Errol Jones, Vivian K. Jones transfers Twenty Four Percent (24%) of her issued shares to Errol Jones, and Otha Eric Jones transfers Twenty Five Percent (25%) of his issued shares to Errol Jones.

IT WAS FURTHER RESOLVED that the ownership of the Corporation has not changed and is as follows:

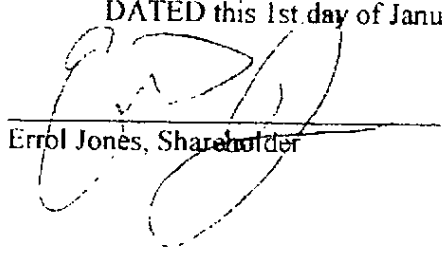
Errol Jones - 100% of Issued Shares

IT WAS FURTHER RESOLVED that the Board of Directors have been unanimously approved and elected to be:

Errol Jones - Director

Otha Eric Jones - Director

DATED this 1st day of January, 2018.


Errol Jones, Shareholder