

P 01000065555

FILED

01 NOV 16 PM 4:03

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

100004686231--3  
-11/16/01--01107--001  
\*\*\*\*192.50 \*\*\*\*\*35.00

Requester's Name

Address

City/State/Zip

Phone #

Office Use Only

**CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):**

1. \_\_\_\_\_  
(Corporation Name) (Document #)
2. \_\_\_\_\_  
(Corporation Name) (Document #)
3. \_\_\_\_\_  
(Corporation Name) (Document #)
4. \_\_\_\_\_  
(Corporation Name) (Document #)

- ☐ Walk in    ☐ Pick up time \_\_\_\_\_    ☐ Certified Copy  
☐ Mail out    ☐ Will wait    ☐ Photocopy    ☐ Certificate of Status

**NEW FILINGS**

- ☐ Profit  
☐ Not for Profit  
☐ Limited Liability  
☐ Domestication  
☐ Other

*Amend  
11-26-01  
PMS*

**AMENDMENTS**

- ☐ Amendment  
☐ Resignation of R.A., Officer/Director  
☐ Change of Registered Agent  
☐ Dissolution/Withdrawal  
☐ Merger

**OTHER FILINGS**

- ☐ Annual Report  
☐ Fictitious Name

**REGISTRATION/QUALIFICATION**

- ☐ Foreign  
☐ Limited Partnership  
☐ Reinstatement  
☐ Trademark  
☐ Other

Examiner's Initials

**ARTICLES OF AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
OF**

**GSB LANDSCAPING AND HOME SERVICES, INC.**  
**Document Number of Corporation: P01000065555**

**FILED**

01 NOV 16 PM 4:03

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

*Pursuant to the provisions of section 607.1006, Florida Statutes, this Florida profit corporation adopts the following articles of amendment to its articles of incorporation.*

**FIRST: Amendments adopted:**

*Amendment One:* Article II is AMENDED so that the principal place of business/mailling address of business/mailling address is: 717 White River Dr. in Orlando, Florida 32828.

*Amendment Two:* Article V is AMENDED to reflect that effective October 30, 2001, Carlos Eugene Torres has resigned from GSB Landscaping and Home Services, Inc. as CEO, President, and Director and that Keith Lamont White has assumed the positions of CEO, President, and Director. Additionally, Keith Lamont White's address has been amended to: 717 White River Drive in Orlando, Florida 32828.

*Amendment Three:* Article VI is AMENDED to reflect the resignation of registered agent Carlos E. Torres of 1860 Blue Fox Court in Orlando, Florida of zip code 32825, effective October 22, 2001.

*Amendment Four:* Article VIII is ADDED to the Articles of Incorporation, stating that effective October 22, 2001, the name and address of the registered agent as:

Registered Agent: Keith Lamont White  
Address: 717 White River Drive  
City, State, Zip Code: Orlando, Florida 32828

*Amendment Five:* Article VII is AMENDED to reflect a change of address for Incorporator Keith Lamont White as:

Address: 717 White River Drive  
City, State, Zip Code: Orlando, Florida 32828

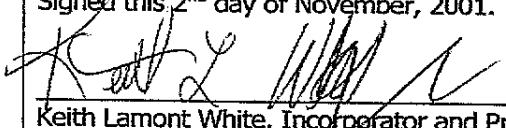
*Amendment Six:* Article IX is ADDED to provide for the transfer of two (2) shares of common stock A of GSB Landscaping and Home Services, Inc., represented by Certificate Nos. 0001 and 0002, inclusive, standing in the name of the undersigned in the books of said company, from Carlos Eugene Torres to Keith Lamont White, effective October 30, 2001. Keith Lamont White shall own four of four shares of stock A in GSB Landscaping and Home Services, Inc.

**SECOND:** Amendment Six is implemented in accord with the Stock Transfer Agreement between Carlos Eugene Torres and GSB Landscaping and Home Services, Inc. and adopted by the incorporator Keith Lamont White without shareholder action as shareholder action was not required.

**THIRD:** The date of each amendment's adoption is November 2, 2001.

**FOURTH:** Amendments were adopted by the Incorporator without shareholder action and shareholder action was not required.

Signed this 2<sup>nd</sup> day of November, 2001.

  
Keith Lamont White, Incorporator and President

## WITHDRAWAL AGREEMENT

AGREEMENT made and entered into as of this 30<sup>th</sup> day of October, 2001 (the "Effective Date") by and between Carlos E. Torres ("Torres") of Orlando, Florida with an address at 1860 Blue Fox Ct, Orlando FL 32825, and Keith L. White ("White") of Orlando, Florida with an address at 717 White River Dr. in, Orlando FL 32828

WHEREAS, Torres and White are co-owners of a GSB Landscaping and Home Services, Inc. ("GSB"), a Florida corporation; and

WHEREAS, Torres desires to withdraw from GSB and White desires to continue the business of the corporation.


NOW THEREFORE, in consideration of the mutual promises and covenants made herein, and of the mutual benefits to be derived here from, the parties hereto agree as follows:

1. **WITHDRAWAL.** Torres shall withdraw from the business of GSB and relinquish his ownership, title, directorship, and position as Chief Executive Officer of the corporation. Such withdrawal shall include a withdrawal from the corporate bank account.
2. **STOCK TRANSFER AND ELECTION OF REMAINING OWNER TO CONTINUE BUSINESS.** Torres and White agree that Torres shall surrender, transfer, and assign his shares of stock of GSB back to White, the remaining owner of GSB, as evidenced by document entitled "Stock Transfer", marked as Exhibit A, attached heretofore, and expressly made a part of this Agreement, and White shall continue the business of GSB, either by himself or in conjunction with any other person or persons he may select.
3. **VALUATION OF TORRES'S INTEREST.** White on behalf of GSB shall pay to Torres the value of his investment in the corporation, mutually agreed between the parties to be a sum of (a) Torres's capital account, (b) any unpaid loans due to Torres, e.g., personal monies used to pay for corporate expenses, and (c) the value of Torres shares of stock. Torres and White agree that the value of Torres's investment is a grand total of \$5,000.00. No value for goodwill shall be included in determining the value of a partner's interest.
4. **PAYMENT OF VALUATION OF TORRES'S INTEREST.** White on behalf of GSB shall pay to Torres the \$5,000.00, paid without interest, in four (4) monthly installments, each in the amount of \$1,250.00, commencing on the tenth (10<sup>th</sup>) day of December 2001. All payments shall be made to Carlos E. Torres at the address specified below. There is no penalty for early payments and complete payment of the balance. Torres shall give White a five-day grace period to remit payment so that a monthly payment is acceptable through but not later than the fifteen (15<sup>th</sup>) of the payment month.
5. **DEFAULT OF PAYMENT.** In the event that GSB defaults on any monthly installment payment, Torres shall be entitled to immediate collection and control of the Assets and further

be entitled to legal recourse and recover attorney's fees, accrued interest from the date of default, and reasonable costs of collection.

6. **TRANSFER OF ASSETS.** Upon complete and final payment of \$5,000.00 to Torres by GSB, Torres shall be divested of any title, right, interest, or ownership of Assets, attached heretofore, and expressly made a part of this Agreement listed in Exhibit B, and all such rights, title, and interest shall be held solely by GSB.
7. **USE AND MAINTENANCE OF ASSETS.** Effective immediately, Torres shall allow GSB and White, on behalf of GSB, to use said Assets defined in Exhibit B in an effort to continue the business of GSB. GSB and White agree to maintain the assets in good working order, subject to normal wear and tear. Additionally GSB and White agree that they will not use, share, sell, transfer, assign or convey the Assets to anyone or any entity without the express approval of Torres until GSB makes complete payment of \$5,000.00 to Torres. GSB, and/or White shall maintain insurance coverage on the Assets with Torres listed as the loss payee. GSB and/or White shall provide proof of insurance to Torres for his records.
8. **TAXES.** GSB and White shall be responsible for any and all taxes and/or corporate financial responsibilities and obligations of GSB and hereby releases Torres from tax liability. Torres always foregoes any claims, rights, or stakes in any tax credit.

Signed this 30 day of October, 2001.

  
\_\_\_\_\_  
Carlos E. Torres  
Address: 1860 Blue Fox Ct.  
Orlando, FL 32825

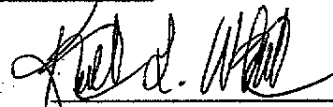
  
\_\_\_\_\_  
Keith L. White for GSB  
Address: 9508 Darien Ave.  
Orlando, FL 32817

EXHIBIT A:

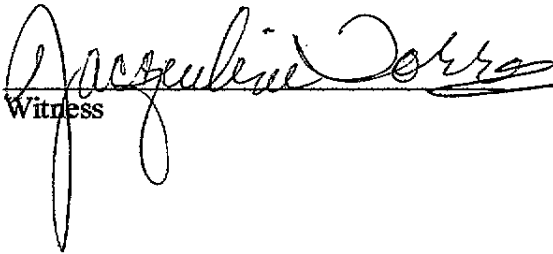
STOCK TRANSFER

For value received, the undersigned Carlos E. Torres of Orlando, Florida hereby sells, assigns, and transfers to Keith L. White of Orlando, Florida and his successors and assigns, two (2) shares of the Stock A of GSB Landscaping & Home Services, Inc., represented by Certificate Nos. 0001 and 0002, inclusive, standing in the name of the undersigned in the books of said company.

The undersigned also hereby irrevocably constitutes and appoints Michelle Saber, attorney-in-fact, to transfer the said stock on the books of said company with full power of substitution in the premises.

Signed this 30 day of October, 2001.

Witnessed:

  
Witness

  
Signature Guaranteed