

P02000008192

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Amend
T. Lewis 12/9/03

Richard C. Terpening
5543 S.W. 7th St
Margate, FL 33068

November 15, 2003

Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Dear Sirs,

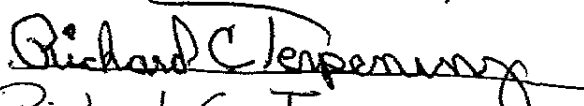
Please find enclosed the Articles of Amendment to the Articles of Incorporation of Executive Communications of South Florida, Inc. (Corporation No. P02000008192) dated November 15, 2003.

I have also enclosed a Money Order in the amount of \$52.50 representing payment of the following: \$35.00 filing fee, \$18.75 Certified Copy and \$8.75 Certificate of Status. Once the Amendment has been duly filed, please mail the Certified Copy and Certificate of Status to the following address:

Richard C. Terpening
c/o Michelle Baican
5543 S.W. 7th St
Margate, FL 33068

I have enclosed a self addressed stamped envelope for your convenience.

Sincerely,


Richard C. Terpening

Enclosures (including a SASE)

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF

FILED
03 DEC -1 PM 2:49
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXECUTIVE COMMUNICATIONS OF SOUTH FLORIDA, INC.
(Present Name)

P02000008192

(Document Number of Corporation (If known))

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: Amendment(s) adopted: *(indicate article number(s) being amended, added or deleted)*

ARTICLE 5:

This corporation shall have no less than one (1) Director. The names and addresses of the Board of Directors are as follows:

Richard C. Terpening, (5543 S.W. 7th St, Margate, FL 33068) and
Jo-Ann Shaw (711 North S.R. 7, Hollywood, FL 33021).

SECOND: 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, are as follows:

N/A

THIRD: The date of each amendment's adoption: November 15, 2003

FOURTH: Adoption of Amendment(s) (CHECK ONE)

- ☒ The amendment(s) was/were approved by the shareholders. The number of votes cast for the amendment(s) was/were sufficient for approval, by the majority shareholder (51%) (see attached)
- ☐ 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.

Signed this 15th day of November, 2003

Signature: Richard C. Terpening
(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.)

Richard C. Terpening
(Typed or printed name of person signing)

Director
(Title of person signing)

Attachment:
Partnership Agreement

FILING FEE: \$35

COPY

PARTNERSHIP AGREEMENT
AGREEMENT by and between the Undersigned

1. Name. The name of the partnership is EXECUTIVE COMMUNICATION OF SOUTH FLORIDA, INC. D./B./A. THE BODY SHOP AND UP IN SMOKE: TATTOOING AND PIERCING.
2. Partners. The names of the initial partners are: RICHARD C. TERPENING and JO ANN SHAW.
3. Place of Business. The principal place of business of the partnership is: 711 N. State Rd 7, Hollywood, Fl. 33021
4. Nature of Business. The partnership shall generally engage in the following business: EXECUTIVE COMMUNICATION OF SOUTH FLORIDA, INC D./B./A. THE BODY SHIP AND UP IN SMOKE: TATTOOING AND PIERCING.
5. Duration. The partnership shall commence business on May 18, 1998 and shall continue until terminated by this Agreement or by operation of law.
6. Contribution of Capital. The partners shall contribute capital in proportionate shares as follows:

Partner	Capital	Partnership Shares
RICHARD C. TERPENING	\$3,000.00	51%
JO ANN SHAW	Existing Investment	49%

7. Allocation of Depreciation or Gain or Loss on Contributed understand that, for income tax purposes, the partnership's adjusted basis of some of the contributed property differs from fair market value at which the property was accepted by the partnership. However, the partners intend that the general allocation rule of the Internal Revenue Code shall apply, and that the depreciation or gain or loss arising with respect to this property shall be allocated proportionately between the partners, as allocated in Paragraph 6 above, in determining the taxable income or loss of the partnership and the distributive share of each partner, in the same manner as if such property had been by the partnership at a cost equal to the adjusted tax basis.

8. Capital Accounts. An individual capital account shall be maintained for each partner. The capital of each partner shall consist of that partner's original contribution of capital, as described in Paragraph 6, and increased by additional capital contributions and decreased by distributions in reduction of partnership capital and reduced by his/her share of partnership losses, are charged to the capital accounts.

9. Drawing Accounts. An individual drawing account shall be maintained for each partner. All withdrawals by a partner shall be charged to his drawing account. Withdrawals shall be limited to amounts unanimously agreed to be the partners.

10. Salaries. No partner shall receive any salary for services rendered to the partnership except as specifically and first approved by 51% of the partnership.

11. Loans by Partners. If a 51% interest of partnership consent, any partner may lend money to the partnership at an interest and terms rate agreed in writing, at the time said loan is made.

12. Profits and Losses. Net profits of the partnership shall be divided proportionately between the partners, and the net losses shall be borne proportionately as follows:

Partner	Proportion
RICHARD C. TERPENING	51%
JO ANN SHAW	49%

13. Management. The partners shall have equal rights and control in the management of the partnership.

14. Books of Accounts. The partnership shall maintain adequate accounting records. All books, records and accounts of the partnership shall be open at all times to inspection by all partners, or their designated representatives.

15. Accounting Basis. The books of account shall be kept on a cash basis.

16. Fiscal Year. The books of account shall be kept on a fiscal year basis, commencing January 1 and ending December 31, and shall be closed and balanced at the end of each year.

17. Annual Audit. The books of account shall be audited as of the close of each fiscal year by an accountant by the partners.

18. Banking. All funds of the partnership shall be deposited in the name of the partnership into such checking or savings accounts as designated by the partners.

19. Election of Remaining Partner to Continue Business. In the event of the remaining partners shall have the right to continue the business of the partnership, either by themselves or in conjunction with any other person or persons they may select.

20. Termination. In the event that the remaining partner does not elect to purchase the interest of the retiring, deceased, incapacitated or insane partner, or in the event the partners mutually agree to dissolve, the partnership shall terminate and shall proceed with reasonable promptness to liquidate the business of the partnership. The assets of the partnership shall first be used to pay or provide for all debts of the partnership. Thereafter, all money remaining undistributed in the drawing accounts shall be paid to the partners. Then the remaining assets shall be divided proportionately as follows:

Partner	Percentage
RICHARD C. TERPENING	51%
JO ANN SHAW	49%

21. It is hereby agreed that JoAnn Shaw, may buy out her partner within six months (6mos.) of this date at \$1,000.00 above her original investment of \$3,000.00 for a total of \$4,000.00 and Richard C. Terpening, has option to do the same as JoAnn Shaw and has option to sell his share of partnership to anyone for any amount above \$4,000.00, reserving a first right of refusal to JoAnn Shaw.

22. This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representative.

Signed this 13 day of July, 1998

Richard Terpening
Partner

JoAnn Shaw
Partner

Richard Terpening
Hector Bayies
Witness

JoAnn Shaw
Hector Bayies

State of Florida

County of Broward

On _____ before me, _____ appeared Richard C. Terpening and JoAnn Shaw, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/shethey executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature (s) on the instrument the person(s), or the entiy upon behalf of which the person(s) acted, executed the instrument.

WITNESSED my hand and official seal

Signature

Ana Belkis Oliva

