

POZ 0000 6385L

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

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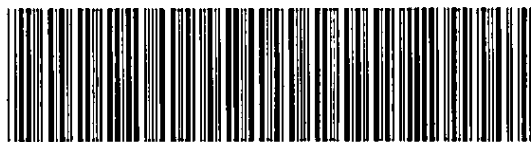
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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*Amend*

03/05/21--01015--011 \*\*35.00

2021 MAR -8 PM 12:53

FILED

MAY 17 2021

A RAMSEY

COVER LETTER

TO: Amendment Section  
Division of Corporations

NAME OF CORPORATION: MDA Food Services, Inc.  
DOCUMENT NUMBER: P02000063856

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

Please return all correspondence concerning this matter to the following:

Michael D. Weinstock Esq  
Name of Contact Person  
Michael D. Weinstock, PA  
Firm/ Company  
795 East John Sims Parkway  
Address  
Niceville, FL 32578  
City/ State and Zip Code  
law@michaelweinstock.com  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Michael Weinstock at ( 950 ) 729 7770  
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  
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

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MDA FOOD SERVICES, INC.

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

P02000063856

(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:

*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)

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

Michael D. Weinstock, Esq.

795 East John Sims Parkway

(Florida street address)

New Registered Office Address:

Niceville

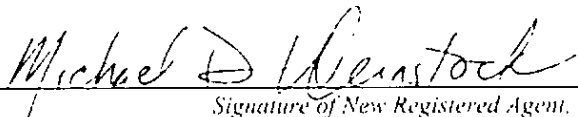
(City)

Florida 32578

(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.*



Signature of New Registered Agent, if changing

Check if applicable

☐ The amendment(s) is/are being filed pursuant to s. 607.0120 (11) (c), F.S.

6) \_\_\_\_\_ Change \_\_\_\_\_  
 \_\_\_\_\_ Add \_\_\_\_\_  
 \_\_\_\_\_ Remove \_\_\_\_\_

**E. If amending or adding additional Articles, enter change(s) here:**

(Attach additional sheets, if necessary). (Be specific)

[illegible]

**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)

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

Effective date if applicable: \_\_\_\_\_  
(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.

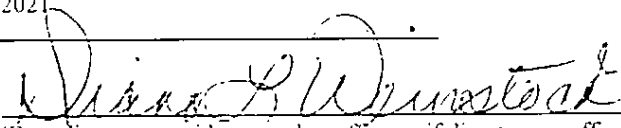
**Adoption of Amendment(s) (CHECK ONE)**

- ☒ 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 3/3/2021

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)

Diana Lynn Weinstock

\_\_\_\_\_  
(Typed or printed name of person signing)

President

\_\_\_\_\_  
(Title of person signing)

## **STOCK SALE AND PURCHASE AGREEMENT**

THIS STOCK SALE AND PURCHASE AGREEMENT (this "Agreement") is dated as of March 3, 2021, and is made and entered into by and among Diana Lynn Weinstock ("Buyer") and Aaron Nathaniel Weinstock ("Seller") with respect to the following facts:

- A. Seller owns 100 shares of common stock of MDA Food Services, Inc., a Florida corporation (the "Company").
- B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, 100 shares of the Company's common stock upon the terms and conditions set forth in this Agreement.

Accordingly, for and in consideration of the premises, the mutual promises, covenants and agreements hereafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer, intending to be legally bound, do hereby agree as follows:

### **ARTICLE I SALE AND PURCHASE**

- Section 1.1 - Sale and Purchase of Shares. On and subject to the terms and conditions of this Agreement, effective as of the Closing Date, Buyer shall purchase from Seller, and Seller shall sell to Buyer, One Hundred (100) shares of common stock (the "Shares") of the Company registered in the name of Seller for the consideration specified in Section 1.2 and upon the terms and conditions set forth in this Agreement.
- Section 1.2 - Purchase Price. The purchase price for the Shares (the "Purchase Price") is One Hundred dollars (\$100.00). The Purchase Price shall be paid to the Seller at the Closing, in cash.
- Section 1.3 - Closing Date; Deliveries. The closing shall occur on March 4, 2021, or such other date as the parties hereto may agree to (the "Closing Date"). On the Closing Date, Buyer shall deliver cash in the amount of the Purchase Price to Seller, and Seller shall deliver to Buyer a share certificate representing the Shares issued in the name of the Seller.

### **ARTICLE II REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER**

To induce Buyer to enter into and perform its obligations under this Agreement, Seller hereby represents and warrants to Buyer, and covenants with Buyer, as follows:

- Section 2.1 - Authority and Capacity. Seller has all requisite power, authority and capacity to enter into this Agreement. The execution, delivery and performance of this Agreement by Seller does not, and the consummation of the transaction contemplated hereby will not, result in a breach of or default under any agreement to which Seller is a party or by which Seller is bound.

- Section 2.2 - Binding Agreement. This Agreement has been duly and validly executed and delivered by Seller and constitutes Seller's valid and binding agreement, enforceable against Seller in accordance with and subject to its terms.
- Section 2.3 - Title to Shares. Seller is the lawful, record and beneficial owner of all of the Shares, free and clear of any liens, claims, agreements, charges, security interests and encumbrances whatsoever. The sale, conveyance, assignment, and transfer of the Shares in accordance with the terms of this Agreement transfers to Buyer legal and valid title to the Shares, free and clear of all liens, security interests, hypothecations or pledges.
- Section 2.4 - Florida Reports. As the President and sole director of the Company, Seller is familiar with the reports and documents filed by the Company with the State of Florida since June 10, 2002 ("Florida Reports"). Seller represents that none of the Florida Reports contained, when filed, an untrue statement of a material fact or omitted to state a material fact required to be stated or incorporated by reference therein or necessary in order to make the statements therein in light of the circumstances under which they were made not misleading. Seller makes no representation or warranty regarding the Company, its business, operations, financial condition or prospects other than as set forth in the Florida Reports.

### **ARTICLE III REPRESENTATIONS AND WARRANTIES OF BUYER**

To induce Seller to enter into and perform their obligations under this Agreement, Buyer represents and warrants to Seller as follows:

- Section 3.1 - Authority and Capacity. Buyer has all requisite power, authority and capacity to enter into this Agreement. The execution, delivery and performance of this Agreement by Buyer does not, and the consummation of the transaction contemplated hereby will not, result in a breach of or default under any agreement to which Buyer is a party or by which Buyer is bound.
- Section 3.2 - Disclosure. Buyer has reviewed the Florida Reports and is aware of the Company's business and financial condition.
- Section 3.3 - Investment Representations. Buyer is acquiring the Shares for Buyer's own account and is not acquiring the Shares with a view to or for sale in connection with any distribution thereof within the meaning of the Securities Act of 1933, as amended.

### **ARTICLE IV MISCELLANEOUS**

- Section 4.1 - Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties relating to the subject matter hereof and supersedes any and all prior understandings, agreements, negotiations and discussions, both written and oral, between the parties hereto with respect to the subject matter hereof.



Section 4.2 - Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with, and shall be governed by, the laws of the State of Florida without reference to, and regardless of, any applicable choice or conflicts of laws principles.

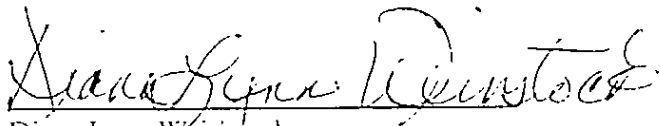
Section 4.3 - Counterparts. This Agreement may be executed in any number of counterparts and by the several parties hereto in separate counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement.

Section 4.4 - Further Assurances. Each of the parties hereto shall from time to time at the request of any other party hereto, and without further consideration, execute and deliver to such other party such further instruments of assignment, transfer, conveyance and confirmation and take such other action as such other party may reasonably request in order to more effectively fulfill the purposes of this Agreement.

IN WITNESS WHEREOF, this Agreement has been signed by the parties hereto as of the date first above written.

Buyer:


DIANA LYNN WEINSTOCK



Diana Lynn Weinstock

Seller:

AARON NATHANIEL WEINSTOCK



Aaron Nathaniel Weinstock