

P05000037325

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DIVISION OF CORPORATIONS
08 APR 21 PM 12:58

Amend
@ 4.24.08

COVER LETTER

**TO: Amendment Section
Division of Corporations**

NAME OF CORPORATION: BY DESIGN GROUP of Doctors Inlet, Inc

DOCUMENT NUMBER: P05000037325

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

Please return all correspondence concerning this matter to the following:

James Michael Self
(Name of Contact Person)

By Design Group of Doctors Inlet, Inc
(Firm/ Company)

3600 Peoria Rd, Ste 103
(Address)

Orange Park FL 32065
(City/ State and Zip Code)

For further information concerning this matter, please call:

James Michael Self at (904) 276-4030
(Name of Contact Person) (Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

☒ \$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
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Articles of Amendment
to
Articles of Incorporation
of

BY DESIGN GROUP of Doctors Inlet, Inc.

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

P05000037325

(Document number of corporation (if known))

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
08 APR 21 PM 12:58

Pursuant to the provisions of section 607.1006, Florida Statutes, this **Florida Profit Corporation** adopts the following amendment(s) to its Articles of Incorporation:

NEW CORPORATE NAME (if changing):

(Must contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.")
(A professional corporation must contain the word "chartered", "professional association," or the abbreviation "P.A.")

AMENDMENTS ADOPTED- (OTHER THAN NAME CHANGE) Indicate Article Number(s) and/or Article Title(s) being amended, added or deleted: **(BE SPECIFIC)**

- Article VII • Remove Katie Self as Vice President
- Katie Self's 39% share reverts back to Company
- Article VII • Michael Henschel named as Vice President
- Article VII • Add Officer - Miguel Almeida as Dir. of Operations
- SHARES OF STOCK AS FOLLOWS:
- James Michael Self - 65%
- Michael Henschel - 25%
- Miguel Almeida - 10%

(Attach additional pages if necessary)

If an amendment provides for 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)

The date of each amendment(s) adoption: March 20, 2008

Effective date if applicable: April 1, 2008
(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

James Michael Self
(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)

James Michael Self
(Typed or printed name of person signing)

President
(Title of person signing)

FILING FEE: \$35

Quit Claim/Asset Purchase Agreement

This Quit Claim/Asset Purchase Agreement (the "Agreement") is made and effective March 20, 2008, by and between James Michael Self ("Buyer") and Mary Kate Self ("Seller").

Buyer operates a Hurricane Protection/Motion Screen/Security/Home Improvement business under the name The By Design Group of Doctors Inlet, Inc. (the "Business").

Seller desires to sell to Buyer for the sum of Ten Dollars and 00/100, and Buyer desires to purchase from Seller for the same amount, 39% of the shares of the Business, subject to the terms of this Agreement. This agreement also alleviates all of the debt responsibility of the Seller and removes Seller from the Corporation as an Officer. This agreement does not allow any future interest of the Company for the Seller.

NOW, THEREFORE, the parties agree as follows:

1. Transfer of Assets. At the Signing of this Document, subject to the terms of this Agreement, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, placing both free and clear of all liens, encumbrances, claims, clouds, charges, equities or imperfections of any nature, all contract rights, customer lists, leases, furniture, fixtures, equipment, trademarks, trade names, intellectual property, goodwill, materials, supplies, telephone numbers, business records, and other assets and properties owned or leased by Seller and used or useful in the Business and related operations; and includes, without limitation:

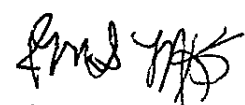
- A. The furniture, fixtures and equipment.
- B. All shares of stock in the company in the amount of 39%.
- C. The contracts, leases, licenses, accounts receivables, and other agreements.

2. Payment of Purchase Price. Buyer shall pay Seller at the Closing the purchase price in the sum of Ten dollars and 00/100 in the manner described below, in full payment for all of the items and shares purchased from Buyer.

3. Indemnification. Both Seller and Buyer holds each other harmless

A. ~~Seller indemnifies and holds harmless Buyer~~ against any loss, damage or expense (including, without limitation, taxes, penalties, interest and reasonable attorney's fees) asserted against or suffered by ^{either} Buyer arising out of or resulting from (i) any breach of this Agreement by ~~Seller~~ ^{either} (ii) any inaccuracy in the representations, warranties, and covenants made by Seller in this Agreement, or in any certificate, schedule, exhibit or written instrument delivered or to be delivered under this Agreement; and (iii) any liability, obligation, demand, claim, action, or judgment, known or unknown, which may already have arisen or which may hereafter arise, by reason of or in connection with the operation of Seller's business prior to the signing of this document.

or Buyer's



4. Final Agreement.

This Agreement represents the full agreement between the parties and supersedes any and all prior negotiations and understandings between them. This Agreement may not be modified or amended except by a written instrument executed by all of the parties.

5. Governing Law.

This Agreement shall be governed by and construed according to the laws of the State of Florida.

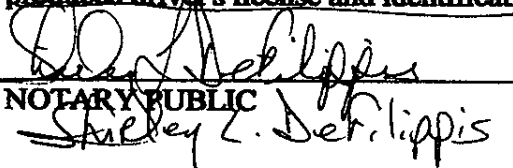
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.


"Seller," Mary Kate Self


"Buyer," James Michael Self

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 20th day of March, 2008, by Mary Kate Self and James Michael Self. He/She is personally known to me or has produced driver's license and identification.


NOTARY PUBLIC
Shirley L. DeFilippis



Shirley L. DeFilippis
My Commission DD372280
Expires November 18, 2008