

P05000038153

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

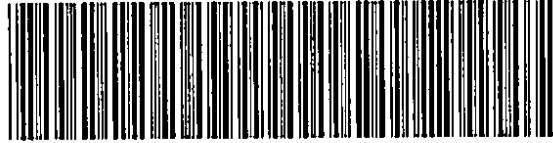
(Business Entity Name)

(Document Number)

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FILED
2020 FEB -14 PM 5:18

C. GOLDEN

MAR - 3 2020

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Consumer Real Estate Finance Co.

DOCUMENT NUMBER: P05000038153

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

Please return all correspondence concerning this matter to the following:

Chad Turner
Name of Contact Person
Consumer Real Estate Finance Co.
Firm/ Company
115 NE 3rd Ave, #706
Address
Fort Lauderdale, FL 33301
City/ State and Zip Code
chadturner@cerefco.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Chad Turner at (216) 236-7260
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:

- | | | | |
|---|--|---|--|
| <input checked="" type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee &
Certificate of Status | <input type="checkbox"/> \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed) | <input type="checkbox"/> \$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

Consumer Real Estate Finance Co.

2020 FEB -6 PM 5:10

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

P05000038153

(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 _____

(Florida street address)

New Registered Office Address: _____, 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.

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.

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:

<input checked="" type="checkbox"/> Change	<u>PT</u>	<u>John Doe</u>
<input type="checkbox"/> Remove	<u>V</u>	<u>Mike Jones</u>
<input type="checkbox"/> Add	<u>SV</u>	<u>Sally Smith</u>

Type of Action (Check One)	Title	Name	Address
1) <input type="checkbox"/> Change	<u>V</u>	<u>Mitch McFadden</u>	<u>1475 w 114th st</u>
<input type="checkbox"/> Add			<u>Cleveland, OH 44102</u>
<input checked="" type="checkbox"/> Remove			
2) <input type="checkbox"/> Change			
<input type="checkbox"/> Add			
<input type="checkbox"/> Remove			
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			

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

See attached Agreement for distribution of Mitch McFadden's shares.

AGREEMENT

This Agreement is made and entered into as of the 30th of November, 2019 by and between Consumer Real Estate Finance Co., a Florida corporation ("CREFCO") Chad Turner, Benjamin Bangs, and Mitchell McFadden ("McFadden"), hereinafter collectively called the "Parties".

WHEREAS, notwithstanding anything to the contrary contained in that certain Shareholder Agreement dated April 1, 2015 and Buy Sell Agreement dated April 1, 2015, the Parties agree that CREFCO shall purchase from Mitchel McFadden all of his share in the CREFCO using CREFCO's funds; and

WHEREAS, all other terms and conditions of said Shareholder Agreement dated April 1, 2015 and Buy Sell Agreement dated April 1, 2015 shall remain in full force and effect; and

WHEREAS, CREFCO (as an entity) and the personal tax return filings and costs of filing for Benjamin Bangs, Chad Turner and Mitch McFadden will be the responsibility of CREFCO for the 2019 taxes; and

WHEREAS, CREFCO shall file its 2018 taxes and confirm no there is no additional tax liability for McFadden; and

WHEREAS, Chad Turner and Benjamin Bangs agree that McFadden's 150 shares of stock shall be distributed as follows, 75 shares to Chad Turner and 75 shares to Benjamin Bangs. Upon the execution of this Agreement by the Parties, Chad Turner will own 275 shares of CREFCO and Benjamin Bangs will own 225 shares of CREFCO; and

WHEREAS, the Parties desire to enter into this Agreement upon the terms and conditions hereinafter set forth.

NOW THEREFORE, for and in consideration of the premises, and the other mutual covenants and agreements contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. CREFCO shall pay McFadden \$107,289.73 for the purchase and sale of McFadden's CREFCO shares.
2. CREFCO shall pay McFadden an additional sum of \$84,000.00, for the purchase and sale of McFadden's CREFCO shares, which will be paid in twelve (12) monthly installments of \$7,000.00, payable the 15th day of each month, starting on December 15, 2019 and the last payment being made on November 15, 2020. CREFCO shall also continue to pay McFadden's health insurance for six months until May 2020
3. McFadden shall receive: the code for the "Add-in"; the equipment (including 8-10 computers) from the Cleveland, OH office which has already been taken and is in storage; and the Server and Network attached storage device(s) from the Cleveland office. All of the above referenced computers and the equipment will be wiped clean of all the data/contents.
4. License renewals paid for by the company for FL, IN, KY, OH. Tax Filing to be paid for by the company for 2019, but no taxes are owed (none expected)

5. McFadden's employment and ownership will cease as of the date of this agreement and McFadden will not be entitled to any additional distributions from CREFCO after the execution of this Agreement.
6. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by all of the Parties.
7. This Agreement shall be construed in accordance with the laws of the State of Florida.
8. This Agreement sets forth the entire understanding of the Parties and may not be changed except by written document signed by the Parties.
9. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.
8. This Agreement shall be binding upon and shall operate for the benefit of the Parties hereto and their respective heirs, successors, assigns, personal representatives, beneficiaries and distributees.
10. This Agreement may be executed in any number of counterparts, and each such counterpart shall for all purposes be deemed to be an original.
11. Facsimile and electronically transmitted signatures shall be binding with the same force and effect as original signatures.
12. The prevailing party shall be entitled to recover all of its attorneys' fees and costs incurred in all levels of litigation, including without limitation, appellate and bankruptcy proceedings.

SIGNATURES CONTINUED ON NEXT PAGE

IN WITNESS WHEREOF, the Parties hereto execute this Agreement as of the below dates.

Date: 12/4/19 Consumer Real Estate Finance Co., a
Florida Corporation
By: [Signature]
Chad Turner, Shareholder

Date: 12/4/19 Consumer Real Estate Finance Co., a
Florida Corporation
By: [Signature]
Benjamin Bangs, Shareholder

Date: 12-02-19 Consumer Real Estate Finance Co., a
Florida Corporation
By: [Signature]
Mitchel McFadden, Shareholder

Date: 12-4-19 By: [Signature]
Chad Turner, Individually

Date: 12-4-19 By: [Signature]
Benjamin Bangs, Individually

Date: 12-02-19 By: [Signature]
Mitchel McFadden, Individually

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

Effective date if applicable: 12/4/19

(no more than 90 days after amendment file date)

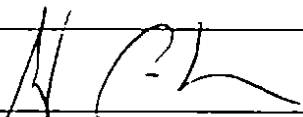
Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

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)

1/30/2020
Dated _____

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)

Chad Turner

(Typed or printed name of person signing)

President

(Title of person signing)