

PD6000033291

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

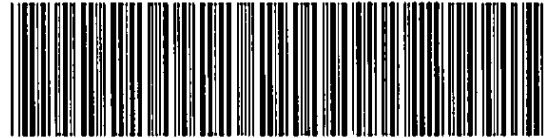
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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Office Use Only



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11/01/18--01008--026 **35.00

FILED
2018 NOV 15 AM 10:22
SECURITY
FALL BRITTON

Amend

NOV 16 2018
FALL BRITTON

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Charlie's Roofing & Water proofing, Inc.
DOCUMENT NUMBER: PO6000033297

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

Please return all correspondence concerning this matter to the following:

Linda Potter
Name of Contact Person

Charlie's Roofing & Water proofing, Inc.
Firm/ Company

2501 N. ORient RD #F
Address

Tampa, FL 33619
City/ State and Zip Code

Linda@CharliesRoofing.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Linda Potter at (813) 621-6347
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
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301



FLORIDA DEPARTMENT OF STATE
Division of Corporations

November 6, 2018

LINDA POTTER
2501 N. ORIENT RD #F
TAMPA, FL 33619

SUBJECT: CHARLIE'S ROOFING & WATERPROOFING, INC.
Ref. Number: P06000033297

We have received your document for CHARLIE'S ROOFING & WATERPROOFING, INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please check the appropriate box on the amendment form regarding the adoption of the amendment(s).

Please check only 1(ONE) box.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Irene Albritton
Regulatory Specialist II

Letter Number: 918A00022903

RECEIVED
2018 NOV 15 AM 11:20
DIVISION OF STATE
TALLAHASSEE, FL

Articles of Amendment

to

Articles of Incorporation

of

Charlie's Roofing & Waterproofing, Inc.

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

P06000033297

(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:

(City)

Florida

(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

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:

☒ Change PT John Doe

☒ Remove V Mike Jones

☒ Add SV Sally Smith

Type of Action (Check One)	Title	Name	Address
1) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input 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)

(if not applicable, indicate N/A)

Shares were changed. Originally there were 100 shares. Please see attached documents.

BUY-SELL AGREEMENT

CHARLIE'S ROOFING & WATERPROOFING, INC.

This agreement is made and entered into this 29th day of October, 2018 by and between Linda L Potter and David A Richards (hereinafter "shareholders") and Charlie's Roofing & Waterproofing, Inc. (hereinafter "the above named corporation.").

PARAGRAPH I. Whereas the following persons are the owners of all stock in Charlie's Roofing & Waterproofing, Inc. as hereinafter set forth:

<u>Name</u>	<u>Address</u>	<u>No. of Shares Owned</u>
Charles W Richards	25039 Tradewinds Dr. Sand Lake, N.Y.	33 1/3
David A Richards	18807 Leraci Rd. Lutz, FL	33 1/3
Linda L Potter	2308 Darline Dr. Jeffers, N.Y.	33 1/3

PARAGRAPH II. Whereas Names of parties are the sole stockholders of Charlie's Roofing & Waterproofing, Inc., owning respectively 33 1/3 and 100% shares. As used herein, the term "shares" shall mean all shares of the common stock \$_____ par value, of Charlie's Roofing & Waterproofing, Inc. now owned or hereafter in any manner acquired by the parties.

PARAGRAPH III. Whereas the stockholders are actively engaged in the conduct of the business of Charlie's Roofing & Waterproofing, Inc., and the success or failure of the corporate enterprise will at all times depend in large measure on the personal abilities of the stockholders.

PARAGRAPH IV. Whereas, each of the stockholders desire to restrict the transferability of stock in Charlie's Roofing & Waterproofing, Inc.:

PARAGRAPH V. Whereas for the foregoing reasons, the parties desire to provide (1) for the purchase by Charlie's Roofing & Waterproofing, Inc. or the remaining parties of the stock of any party desiring to sell the same; and (2) for the purchase by Charlie's Roofing & Waterproofing, Inc. or the surviving parties of the stock of a deceased or disabled party.

In consideration of the mutual covenants hereafter set forth, the parties agree as follows:

ARTICLE I. STOCK TRANSFER RESTRICTED.

No stockholder shall transfer, pledge, assign, or encumber all or any part of his stockholding in Charlie's Roofing & Waterproofing, Inc. except as provided in this agreement.

ARTICLE 2. LEGEND ON SHARES.

The secretary of Charlie's Roofing & Waterproofing, Inc. shall endorse the following legend on each share certificate prior to its delivery to a stockholder:

"The shares of stock evidenced by this certificate may not be transferred, pledged, assigned, or encumbered except in accordance with the terms of a buy-sell agreement dated _____, 20____, a copy of which is on deposit with _____ (the president of Charlie's Roofing & Waterproofing, Inc.).

ARTICLE 3. INTER VIVOS REPURCHASE.

In the event any stockholder desires to sell, transfer, or otherwise dispose of all or any of his shares in Charlie's Roofing & Waterproofing, Inc., he shall deliver written notice of such desire to Charlie's Roofing & Waterproofing, Inc. and to each stockholder, specifying the number of shares he desires to dispose of. On receipt of such notice, Charlie's Roofing & Waterproofing, Inc. may buy, and the stockholder shall sell to Charlie's Roofing & Waterproofing, Inc. the number of shares set forth in the notice at the place and on the terms set forth in Section 6 and 7 thereof.

ARTICLE 4. REPURCHASE ON DEATH OF STOCKHOLDER.

On the death of any stockholder, Charlie's Roofing & Waterproofing, Inc. shall, if not prohibited by the Florida General Corporation Act or any successor statute from doing so, buy, and the executor, administrator, or personal representative of the stockholder will sell to Charlie's Roofing & Waterproofing, Inc., all of the shares owned by the stockholder at the time of his death at the price and on the terms set forth in Section 6 hereof.

ARTICLE 5. STOCKHOLDERS' OPTION.

If Charlie's Roofing & Waterproofing, Inc. fails to purchase any of the shares offered for sale to it, then each of the other stockholders shall have the option to buy, and the offering stockholder shall be obligated to sell to each, a proportion of such stock equal to the ratio of the number of shares owned by such stockholder to the total shares owned by the remaining stockholders excluding the seller, and if a stockholder is unable or unwilling to buy the proportion of stock allotted to him, the other stockholders shall have the right to buy the balance in a similar ratio. The purchase price for such stock and the terms of sale shall be as set forth in ARTICLE 6 hereof.

ARTICLE 6. PRICE AND TERMS OF SALE.

The purchase price of each share described herein shall be determined by dividing the fair market value

of Charlie's Roofing & Waterproofing, Inc. by the number of shares outstanding in Charlie's Roofing & Waterproofing, Inc.. The fair market value of Charlie's Roofing & Waterproofing, Inc.'s shall be determined by agreement of the parties or their representatives.

SUBARTICLE A. In the event of any disagreement among the parties, their executors, administrators, personal representatives, or any of them with respect to the determination of the fair market value of any of the shares to be purchased hereunder, such book value shall be computed in accordance with this Section by an independent certified public accountant selected by Charlie's Roofing & Waterproofing, Inc. and each of the stockholders and their executors, administrators, and personal representatives. The cost of such accounting shall be born equally by the parties unable to reach agreement hereunder.

SUBARTICLE B. It is understood that the purchase price, determined as set forth above, shall be the value of the purchased shares for all tax purposes. In the event such value is later increased by any federal or state taxing authority, any tax liability resulting from such increase shall be borne by

SUBARTICLE C. The purchase price hereunder shall be payable at the option of Charlie's Roofing & Waterproofing, Inc. of purchasing stockholder either in a lump sum within _____ days following the valuation date as set forth above, or in _____ days after the valuation date with interest on the unpaid balance at the rate of ____ percent per annum, such interest to be payable with the final installment of principal. Any party electing to pay in installments shall have the right at any time to prepay without penalty all or any portion of the unpaid principal balance plus interest accrued to the date of payment.

ARTICLE 7. DELIVERY OF CERTIFICATES.

Certificates for all shares sold hereunder, properly endorsed to Charlie's Roofing & Waterproofing, Inc. or purchasing stockholder, as the case may be, shall be delivered to the purchasing party by the seller not later than the date of the lump sum purchase price payment or first installment payment, whichever first occurs. Thereafter, the selling stockholder, or his estate shall cease to be a stockholder of Charlie's Roofing & Waterproofing, Inc. with respect to such shares.

ARTICLE 8. CORPORATION TO MAINTAIN INSURANCE.

To insure or partially insure its obligation under this agreement to purchase from the estate of a deceased stockholder the shares owned by such stockholder prior to his death, Charlie's Roofing & Waterproofing, Inc. has purchased, and shall continue in force by timely payment of premiums, the policies of insurance covering the lives of each of the stockholders summarized in Exhibit 1, which is

attached hereto and incorporated herein by reference. In the event any stockholder ceases to be a stockholder of Charlie's Roofing & Waterproofing, Inc. or reduces his holding of the shares of Charlie's Roofing & Waterproofing, Inc., by voluntary transfer or otherwise Charlie's Roofing & Waterproofing, Inc., shall, as appropriate, terminate or procure a proportionate reduction in the face amount of insurance outstanding on the life of such stockholder, and in the event any stockholder increases his holding of the shares of Charlie's Roofing & Waterproofing, Inc., Charlie's Roofing & Waterproofing, Inc. shall procure and maintain additional insurance on the life of such stockholder proportionate to the increase in the holdings of such stockholder.

ARTICLE 9. OBLIGATION OF CORPORATION AS TO TRANSFER OF SHARES.

In no event shall Charlie's Roofing & Waterproofing, Inc. sell, transfer, or otherwise dispose of any of the shares of Charlie's Roofing & Waterproofing, Inc., including any shares repurchased by it pursuant to this agreement, to any person or entity until such person or entity has become a party to this agreement and is bound by its provision.

ARTICLE 10. AMENDMENTS; WAIVER OF AGREEMENT.

This agreement may be amended or altered by execution of a written agreement duly authorized by corporate resolution and signed by all the parties hereto, and any of the shares subject to this agreement may be disposed of by any stockholder to Charlie's Roofing & Waterproofing, Inc. or to any other person without regard to the terms of this agreement on the written consent of a majority of Charlie's Roofing & Waterproofing, Inc.'s board of directors and each of the stockholders.

ARTICLE 11. NOTICES.

Any notice required to be given pursuant to this agreement shall be sent, and shall be considered to have been delivered on the date when sent by prepaid United States registered or certified mail, return receipt requested, properly addressed to the party to receive it, as follows: Notices to be sent to Charlie's Roofing & Waterproofing, Inc. shall be addressed to it at _____ (address), attention of the president; notices to be sent to the stockholder shall be sent to them at their addresses as shown on Charlie's Roofing & Waterproofing, Inc.'s stock records unless a different address has been designated in writing.

ARTICLE 12. BINDING EFFECT.

This agreement shall bind and, unless inconsistent with its provisions, shall insure to the benefit of the executor, administrator, or personal representative, and the heirs and assigns of each of the stockholders.

ARTICLE 13. APPLICABLE LAW.

This agreement is executed and is to be performed in the state of Florida and shall be governed by and

construed in accordance with the laws of the state of Florida.

Executed at 2501 N. Orient Rd. Ste: F Tampa, Fl. 33619 on the date
first above written.

Attest:

James Walden Charles R. Lantz

WITNESS

SHAREHOLDER

James Walden

WITNESS

David R. Lantz

SHAREHOLDER

James Walden

WITNESS

Linda L. Potter

SHAREHOLDER

(CORPORATE SEAL)

Attest:

James Walden Charles R. Lantz

WITNESS

PRESIDENT

James Walden

WITNESS

Linda L. Potter

SECRETARY

EMPLOYMENT AGREEMENT

CHARLIE'S ROOFING & WATERPROOFING, INC.

This agreement is made and entered into this _____ day of _____, 20____ by and between Charlie's Roofing & Waterproofing, Inc. (hereinafter "The above named Corporation"), and _____ (hereinafter "employee").

Charlie's Roofing & Waterproofing, Inc. desires to employ Employee to devote full time to the business of Charlie's Roofing & Waterproofing, Inc., and Employee desires to be so employed.

The parties agree as follows:

PARAGRAPH I. EMPLOYMENT.

Charlie's Roofing & Waterproofing, Inc. agrees to employ Employee and Employee agrees to be so employed in the capacity of _____ for a term of _____ years effective as of _____.

PARAGRAPH II. TIME AND EFFORTS.

Employee shall diligently and conscientiously devote his full and exclusive time and attention, and his best efforts to the discharge of his duties.

PARAGRAPH III. BOARD OF DIRECTORS.

Employee shall at all times discharge his duties in consultation with and under the supervision of the Board of Directors of Charlie's Roofing & Waterproofing, Inc.. In the performance of his duties, Employee shall make his principal office in such place as the Board of Directors of Charlie's Roofing & Waterproofing, Inc. and Employee may from time to time agree.

PARAGRAPH IV. Charlie's Roofing & Waterproofing, Inc. shall compensate employee in accordance with the following schedule:

PARAGRAPH V. EXPENSES.

ARTICLE (a) REIMBURSEMENT.

Charlie's Roofing & Waterproofing, Inc. _____ reimburse Employee for all reasonable and necessary expenses incurring by him in carrying out his duties under this Agreement. Employee shall present to Charlie's Roofing & Waterproofing, Inc. from time to time and itemized account of such expenses in such form as may be required by Charlie's Roofing & Waterproofing, Inc. .

ARTICLE (b) AUTOMOBILE.

In recognition of Employee's need for an automobile for business purposes, Charlie's Roofing & Waterproofing, Inc. _____ provide Employee with an automobile including maintenance, repairs, insurance and all costs incident thereto, all comparable to those presently provided to Employee by Charlie's Roofing & Waterproofing, Inc..

PARAGRAPH VI. DISABILITY.

In the event of any illness or accident rendering Employee totally disabled, Charlie's Roofing & Waterproofing, Inc.'s obligations under this Agreement shall terminate 13 weeks after the determination of such total disability.

PARAGRAPH VII. NOTICES.


All notices required or permitted to be given under this Agreement shall be given by certified mail, return receipt requested, to the parties at the following addresses or to such other addresses as either may designate in writing to the other party.

PARAGRAPH VIII. ENTIRE CONTRACT.

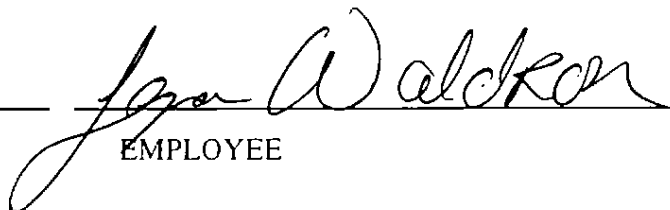
This Agreement constitutes the entire understanding and agreement between Charlie's Roofing & Waterproofing, Inc. and Employee with regard to all matters herein. There are no other agreements, conditions or representations, oral or written, expressed or implied, with regard thereto. This Agreement may be amended only in writing, signed by both parties hereto.

In witness whereof Charlie's Roofing & Waterproofing, Inc. has by its appropriate officers, signed and affixed its seal and Employee has signed and sealed this Agreement.

Attest:



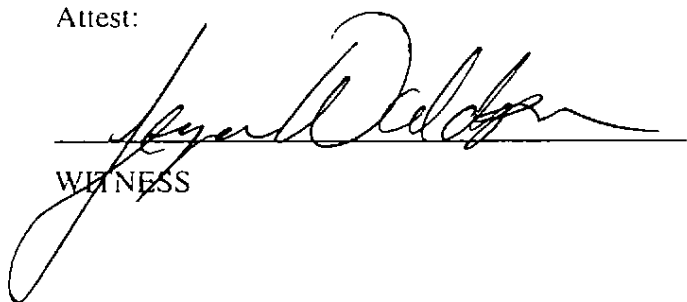
WITNESS



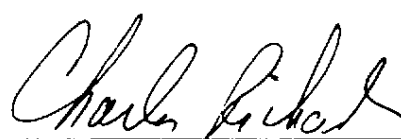
EMPLOYEE

(CORPORATE SEAL)

Attest:



WITNESS



PRESIDENT FOR CORPORATION

Certificate



No. 02 For 100 Shares

Issued to CHARLES RICHARDS

From whom transferred
ELVIA GONZALEZ

Dated FEBRUARY 10 2010

Received Certificate, No. 2
For 100 Shares
on FEBRUARY 10 2010

Dated FEBRUARY 10 2010

01 100 100

No. 02

INCORPORATED UNDER THE LAWS OF
THE STATE OF FLORIDA

SHARES

CHARLIE'S ROOFING & WATERPROOFING, INC.

10 SHARES COMMON STOCK, \$10.00 PAR VALUE

This Certifies that CHARLES RICHARDS

is the owner of One Hundred Shares

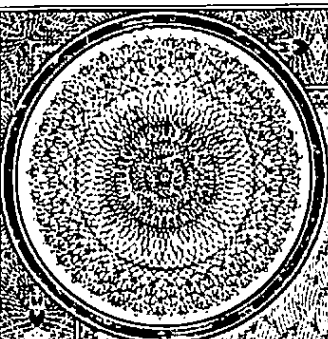
of the common stock of Charlie's Roofing & Waterproofing, Inc., a corporation organized under the laws of the State of Florida, and that the shares of the common stock of the corporation are duly authorized and issued in accordance with the provisions of the charter of the corporation and the laws of the State of Florida.

In Witness Whereof,

CHARLES RICHARDS, President, has caused this Certificate to be signed and attested at the City of FEBRUARY 10 2010.

ELVIA GONZALEZ, Secretary

SECRETARY



For Value Received, I-ELVIA GONZALEZ hereby sell, assign and
transfer unto CHARLES RICHARDS
ONE HUNDRED Shares
represented by the within certificate and do hereby
irrevocably constitute and appoint

Attorney
to transfer the said Shares on the books of the within
named Corporation with full power of substitution in
the premises.

Dated FEBRUARY 10 20 10

In presence of
Lisa M. Leonard

Elvia Elizabeth Gonzalez

NOTARY PUBLIC-STATE OF FLORIDA
Lisa M. Leonard
Commission # DD877883
Expires: APR. 06, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

NOTICE: THE SIGNATURE OF THIS ASSIGNMENT
MUST CORRESPOND WITH THE NAME AS
WRITTEN UPON THE FACE OF THE CERTIFICATE
IN EVERY PARTICULAR, WITHOUT ALTERATION
OR ENLARGEMENT, OR ANY CHANGE
WHATSOEVER.

The date of each amendment(s) adoption: 10/29/2018, if other than the date this document was signed.

Effective date if applicable: 10/29/2018
(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 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.

Dated 10/29/2018

Signature Linda L. Potter

(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)

LINDA L. POTTER
(Typed or printed name of person signing)

Secretary
(Title of person signing)