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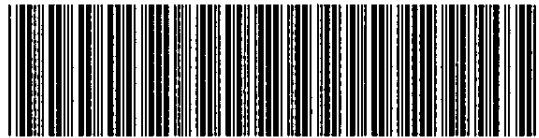
(Business Entity Name)

(Document Number)

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08 NOV -3 AM 9:05
SECRETARY OF STATE
TOLSON, D. C.

Amended
* 22
4/6/08



www.edge-dynamic.com

Edge-Dynamic Human Solutions, Inc.

**260 Wekiva Springs Blvd., Ste 1080
Longwood, FL 32779
Tel (321)251.7140
Fax (321)445.2784
1-877-247-5997**

Edge Dynamic Human Solutions, Inc.

Phone: 321-251-7140 (contact: Kristen Bolena)

260 Wekiva Springs Road, Suite 1080
Longwood, FL 32779

Please return a certified copy of Amended Articles.

Get the Competitive *EDGE* through Human Dynamics

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Edge-Dynamic Human Solutions, Inc.

DOCUMENT NUMBER: _____

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

Please return all correspondence concerning this matter to the following:

Kristen Bolena

(Name of Contact Person)

Edge-Dynamic Human Solutions, Inc.

(Firm/ Company)

260 Wekiva Springs Rd., Ste. 1080

(Address)

Longwood, FL 32779

(City/ State and Zip Code)

For further information concerning this matter, please call:

Kristen Bolena

(Name of Contact Person)

at (321) 251-7140

(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
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Articles of Amendment
to
Articles of Incorporation
of

Edge-Dynamic Human Solutions Inc.

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

(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:

New Registered Office Address:

(Florida street 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

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STATE OF FLORIDA
DEPT. OF STATE

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)

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
_____	_____	_____	<input type="checkbox"/> Add
		_____	<input type="checkbox"/> Remove

_____	_____	_____	<input type="checkbox"/> Add
		_____	<input type="checkbox"/> Remove

_____	_____	_____	<input type="checkbox"/> Add
		_____	<input type="checkbox"/> Remove

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

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

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)

ammendment for reclassification of shares.
 Original shares were 100 shares to Claude Buford
 and 100 shares to Keith Ordan. Amendment is
 a transfer of 64 (sixty-four) shares owned by Keith
 Ordan to Claude Buford. This transfer puts
 Claude Buford as 82.1% stock holder of the company.
 (Stock purchase agreement attached)

The date of each amendment(s) adoption: 10/28/2008

Effective date if applicable: 10/28/2008
(no more than 90 days after amendment file date)

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 10/29/2008

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)

Claude Buford

(Typed or printed name of person signing)

President

(Title of person signing)

Stock Purchase Agreement

This Agreement, dated **October 16, 2008**, is made and entered into by and among KEITH ORDAN (hereafter referred to as Ordan), CLAUDE BUFORD (hereafter referred to as Buford) and EDGE-DYNAMIC HUMAN SOLUTIONS, INC, a Florida corporation (hereinafter referred to as "the Company").

WHEREAS, the Articles of Incorporation of the Company authorize the issuance of not more than 200 shares of stock of the Company, and Ordan and Buford currently own all shares of stock of the Company; and

WHEREAS, 100 shares of stock of the Company previously have been issued to Ordan, Ordan currently owns such 100 shares of stock, and such shares of stock are fully paid and non-assessable; and

WHEREAS, 100 shares of stock of the Company previously have been issued to Buford, Buford currently owns such 100 shares of stock, and such shares of stock are fully paid and non-assessable; and

WHEREAS, Buford is, and at all relevant times has been, the Managing Partner, and executive officer of the Company and primary person responsible for management of the day to day operations of the Company; and

WHEREAS, Ordan and Buford mutually agree and desire that Buford purchase the stock from Ordan because, in part, both Ordan and Buford recognize and agree that in order to obtain additional and necessary financing for the Company operations, Buford may be required to deliver a personal guarantee for such financing.

WHEREAS, Ordan and Buford mutually recognize and agree, that most financial institutions that may be willing to lend funds to the Company will likely require that the owner(s) of Eighty-Two Percent (82%) of the stock will likely be required to personally guarantee payment of such a loan or financing.

WHEREAS, Ordan and Buford mutually agree that because Buford is the primary person who manages and oversees the day to day operations of the Company, and because Buford, and not Ordan, is to personally guarantee payment of the necessary loans or financing for the Company, then it is in the best interest of the Company, Ordan and Buford that Buford purchase Sixty-Four shares of Ordan's stock (which is the equivalent of Thirty Two Percent (32%) of the stock in the Company)

NOW, THEREFORE, in consideration of the foregoing premises, the mutual representations and covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties represent and agree as follows:

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1.

Conditioned upon the truthfulness of all representations, of Buford, Ordan and the Company set forth in this Agreement, Ordan hereby conveys and transfers to Buford 64 shares (the "Purchased Shares") of Ordan's 100 shares of stock in the Company, as a matter of separate agreement and not in lieu of salary or any other compensation that Buford is entitled to receive, or has received or from the Company. As a result of such transfer, Buford shall be the owner of 164 shares of stock of the Company (the "Buford Shares") and Ordan shall own 36 shares of stock of the Company (the "Ordan Shares"). The total transaction of the monies from Buford to Ordan will total One Hundred Thirty Seven Thousand Four Hundred Fifteen Dollars and Fifty cents (\$137,415.50) which includes a Twenty Six Thousand Three Hundred Ninety Four Dollars and Eighty Two Cents (\$26,394.82) onetime sales bonus commission, Twenty Thousand Dollars (\$20,000) as loan repayment, and Ninety One Thousand Twenty Dollars and Sixty Eight Cents (\$91,020.68) for the Sixty Four shares of stock or Thirty Two Percent (32%) of the Company stock and will completely satisfy the agreement.

2.

Within 30 days after the date of this Agreement, the Company shall pay to Ordan the sum of Forty-Six Thousand Three Hundred Ninety-Four Dollars and Eighty-Two Cents (\$46,394.82), Twenty Six Thousand Three Hundred Ninety Four Dollars and Eighty Two Cents (\$26,394.82) of which represent the onetime sales bonus commission, and Twenty Thousand Dollars (\$20,000) of which represents the loan repayment. The foregoing payment will warrant the conveyance or transfer of 64 shares (the "Purchased Shares") of Ordan's 100 shares of stock in the Company.

Buford shall pay to Ordan for the Purchased Shares a total purchase price of Ninety One Thousand Twenty Dollars and Sixty Eight Cents (\$91,020.68), due and payable as follows:

- (a) \$22,312.93 to be paid on within 30 days of the signing of the agreement;
- (b) \$17,176.93 to be paid on or before April 1, 2009;
- (c) \$17,176.93 to be paid on or before July 1, 2009;
- (d) \$17,176.93 to be paid on or before October 1, 2009; and
- (e) \$17,176.93 to be paid on or before December 31, 2009;

Ordan acknowledges and understands that Forty-Six Thousand Three Hundred Ninety-Four Dollars and Eighty-Two Cents (\$46,394.82) of the funds paid to Ordan through this agreement shall come from the Company operating funds. Ordan promises and agrees that Buford is entitled to utilize these Company funds in association with the bonus commission and the loan reimbursement to satisfy this agreement.

3.

It is contemplated that Buford and/or the Company will secure additional financing in order to satisfy any outstanding tax obligations of the Company, and that Buford may be required personally to guaranty such financing. Buford shall guaranty the Company's obligations in such regard to the extent reasonably necessary to obtain the contemplated financing. However, in no event shall Ordan be requested or required to guaranty any financing or other obligation of the Company. Moreover, it is represented and agreed by Buford and the Company that any and all proceeds from the contemplated financing shall be used first to satisfy any and all outstanding tax obligations of the Company.

4.

The parties agree Buford and the Company shall (and do hereby undertake to) indemnify Ordan with respect to any tax liability leading up to the time of this agreement.

5.

Buford represents and agrees, he shall exercise the agreement in whole, shall be required to represent and agrees at the time of agreement that any and all shares of stock purchased pursuant to the agreement will be purchased for investment and not with a view to distribution or resale for a period of up to One (1) year.

6.

The agreement may not be transferred except by will or the laws of descent and distribution and may be exercised only by the Buford during Buford's lifetime. More particularly, but without limiting the generality of the foregoing, the agreement may not be assigned, transferred (except as noted in this agreement), pledged or hypothecated in any way (whether by operation of law or otherwise), and shall not be subject to execution, attachment, or similar process. Any attempted assignment, transfer, pledge, hypothecation, or other disposition of the agreement contrary to the provisions of this agreement, and the levy of any attachment or similar process on the agreement, shall be null and void and without effect.

7.

As consideration and in return for this Agreement, Buford grants to Ordan the right and option to purchase back from Buford Twenty Four Shares of stock or Twelve Percent (12%) of the shares of the stock of the Company contingent upon and only in the event that the Company is sold to another entity or person. Within 30 days prior to the closing of any such sale, conveyance or transfer of shares of the Company, Ordan shall have the absolute right and option to repurchase from Buford 24 of the Purchased Shares for a total price of \$1.00 (thereby entitling Ordan to 30% of the proceeds from the sale) and upon the failure of any such sale and after the conveyance or transfer of shares of the Company to Ordan, Ordan grants to Buford the right and option to purchase back from Ordan Twenty Four Shares (24) of stock or Twelve Percent (12%)

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of the shares of the stock of the Company for the price of \$1.00 (thereby reversing the conveyance or transfer of Company stock to the presale share amounts of Buford at 82% and Ordan at 18% of Company stock).

8.

Buford agrees to remain and continue actively to serve as President of the Company and to manage its day to day operations for not less than one year after the date of this Agreement, unless prevented from so doing by death, disability or other circumstances beyond his control.

9.

In addition to any other amounts payable to Ordan pursuant to this Agreement, within 30 days following the end of each fiscal quarter, commencing with the current such year and after July 1 2008, the Company shall pay to Ordan commissions equaling ten percent (10%) of the sales gross margin derived from sales to Wood Group Contractual Services and any other accounts or customers obtained, as a result of the efforts of Ordan. To satisfy the remainder of 2008 sales bonus commission the 3rd and 4th quarters sales gross margin will be calculated as one and the bonus commission will be payable within 30 days of January 1, 2008. Sales gross margin is defined as the difference between the burdened pay rate (pay rate to contract employee plus the tax and insurance burden) and the bill rate and is multiplied by the numbers of hours authorized by the customer. Direct Hire gross margin is defined as the fee resulting from a successful placement of a candidate.

10.

Buford currently receives a salary and other compensation from the Company not exceeding \$120,000.00 per year, net of taxes and a yearly managerial bonus of 20% of the Company net profit before any or all distributions. Buford and Ordan further agree that \$65,000 Dollars per year will serve as a base line for Buford's spouse's compensation for the purpose of calculation to the extent that should Buford's Spouse's compensation increase to exceed the foregoing \$65,000 in a given calendar year, Ordan shall be entitled to receive from the Company bonus commissions in an amount equal to eighteen percent (18%) of the total increased compensation amount received by Buford's spouse in the previous year not resulting from bonus commissions received from Wood Group Contractual Services or any other accounts or customers obtained, as a result of the efforts of Ordan. To the extent that compensation including bonus and commissions to Buford exceeds the foregoing base pay amounts or increased bonus structure, Ordan shall be entitled to receive from the Company bonus commissions in an amount equal to eighteen percent (18%) of the total increased compensation amount received by Buford in the previous year. It is noted, however, that distributions to shareholders shall be pro rata based upon share ownership, and the compensation and bonuses described above do not include pro rata distributions to shareholders by virtue of their share ownership.

11.

In the event Buford or the Company fail timely to pay amounts owed Ordan pursuant to the terms of this Agreement, Ordan shall be entitled to recover from Buford and the Company his costs of collection, including, but not limited to, reasonable attorney fees.

K.O.

12.

Time is of the essence with respect to the performance of the parties' respective obligations under this Agreement. Should Buford or the Company fail timely to perform any of their obligations under this Agreement, Ordan shall be entitled, at his option, to declare the sale of the Purchased Shares to Buford null and void, and, upon demand by Ordan, Buford shall immediately convey the Purchased Shares to Ordan, free and clear of any and all liens, claims and encumbrance; and in return Ordan shall payback to Buford all the sums received pursuant to section 2 of this agreement.

13.

The parties to this Agreement represent and warrant that no other person or entity has or has had any interest in the claims, demands, obligations or causes of action referred to in this Agreement; and that they have the sole right and exclusive authority to execute this Agreement; and that they have not prior hereto sold, assigned, transferred, conveyed or otherwise disposed of any of the securities, claims, demands, obligations or causes of action referred to in this Agreement.

14.

In the event any provision of this Agreement is adjudicated by a court of competent jurisdiction as void, invalid, inoperative, or otherwise unenforceable, such decision shall not affect any other provision hereof, and the remainder of this Agreement shall be effective as though such void, invalid, inoperative or unenforceable provision had not been contained herein.

15.

Each of the parties hereto understands and agrees that this Agreement contains the entire agreement and understanding of the parties, supersedes all prior agreements, arrangements, and understandings relating to the subject matter of this Agreement, and is binding upon each of the parties, and their shareholders, agents, officers, members, principals, representatives, successors, assigns, and heirs.

16.

The undersigned parties agree and acknowledge that this Agreement may be executed in separate counterparts and shall be deemed fully executed when each party has signed at least one counterpart, even though no single counterpart contains the signature of all the parties.

IT IS SO AGREED:

Claude Buford

Keith Ordan

Edge-Dynamic Human Solutions, Inc.

By:

Claude Buford, President

Date:

10/28/08

Date:

10/16/2008

NOTARY ONLY FOR:
KEITH ORDAN
10-16-08

Date:

10/28/08

Notary Public, Cobb County, GA

My Commission Expires April 30th, 2009

10/28/08 Cortney Kasper



State of Florida
Seminole

Page 5 and End of Agreement