

P100000032160

\_\_\_\_\_  
(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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10/27/11--01003--007 \*\*35.00

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
11 OCT 27 AM 10:18

Amend  
@ 10/27/11

**COVER LETTER**

TO: Amendment Section  
Division of Corporations

NAME OF CORPORATION: Identity Hair & Nails, Inc.

DOCUMENT NUMBER: P10000032160

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

Please return all correspondence concerning this matter to the following:

Denise Gardner  
Name of Contact Person

 Denise Gardner  
Firm/ Company

955 SW Grand Reserves Blvd.  
Address

Port Saint Lucie Florida 34986  
City/ State and Zip Code

Change is good if its good @ yahoo  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Denise Gardner at (772) 618-5259  
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  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

Articles of Amendment  
to  
Articles of Incorporation  
of

Identity Hair & Nails Inc

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

P10000032160

(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

11 OCT 27 AM 10:18

RECEIVED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

**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>
<u>VP</u>	<u>Carmine Ceglie</u>	<u>10511 SW Sarah Way</u> <u>Port Saint Lucie FL</u> <u>34987</u>	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
<u>S</u>	<u>Donna Ceglie</u>	<u>10511 SW Sarah Way</u> <u>Port Saint Lucie FL</u> <u>34987</u>	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
<u>T</u>	<u>Carl Gardner</u>	<u>955 SW Grand Pines</u> <u>Port Saint Lucie FL</u> <u>34986</u>	<input checked="" 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)

Attach is the sign and notarized Documents  
of the purchase of the shares <sup>stock</sup> for Identity  
Hair & Nails and Pursuant of provisions of section 607.1006  
and 35.00 check

**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)

**ARTICLES OF AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
OF  
IDENTITY HAIR & NAILS, INC.**

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

IDENTITY HAIR & NAILS, INC., a Florida corporation, hereby gives notice that it has amended its Articles of Incorporation as follows:

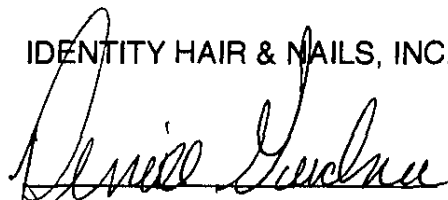
Article V of the Articles of Incorporation is amended to state:

That Carmine Ceglio, Donna Ceglio and Carl Gardner shall no longer be a director and/or officer, as of October 24, 2011 and the new directors and/or officers and their positions shall be:

<u><b>Name</b></u>	<u><b>Address</b></u>	<u><b>Position</b></u>
Denise Gardner	955 SW Grand Reserves Blvd Port St. Lucie, FL 34986	President

This amendment was adopted on October 24, 2011, and was approved by the Shareholders and the number of votes cast for the amendment by the voting group permitted to cast votes with respect to this amendment was sufficient for approval.

IDENTITY HAIR & NAILS, INC.

  
Denise Gardner, as President

## STOCK PURCHASE AGREEMENT

This Agreement is made as of this 10 day of July, 10th 2009 among,  
Tina Behasht, hereinafter collectively referred to as "Seller", and  
Denise Gardner collectively referred to as "Buyer", and  
Identity Hair & Nails Florida corporation, hereinafter referred to as  
"COMPANY".

WHEREAS; Seller owns One Hundred(100)Percent of all of the outstanding shares of  
common stock of COMPANY as a result of Selling Thirty Three and One-Third (33 1/3)Percent  
of the shares To Denise Gardner on July 10 2009 33 1/3 shares of  
common stock of Identity Hair & Nails, INC., a Florida Corporation,

### SALE OF STOCK

#### SECTION 1

Sale of Capital Stock. Subject to the terms and conditions hereto, Seller sells  
to Buyer, Thirty three & 1/3 Shares of the Identity Hair & Nails, INC. Common Stock,  
for the total sum of FORTY FIVE THOUSAND (\$45,000.00) DOLLARS as follows:

The sum of Ten Thousand (\$10,000.00) DOLLARS cash to be paid on July 10th, 2009,

25 17  
CG And \$20,000.00 on the 17th of July 2009

#### SECTION 2

### REPRESENTATIONS AND WARRANTIES

Authorization. This Agreement when executed and delivered by the Buyer  
will constitute a valid and legally binding obligation of the Parties, enforceable in  
accordance with its terms.

Warranties. Seller makes the following warranties to Buyer:

Seller has the power and authority to execute closing documents,  
and to sell, and deliver the shares to buyer pursuant to the terms of this Agreement. And  
Florida Statutes The execution, delivery and performance of each of the Closing Documents,  
including the issuance, sale and delivery to Buyer of the shares of common stock pursuant  
to the Agreement, have been duly authorized by all requisite corporate action on the part  
of COMPANY and the share certificates have been duly executed and delivered.

### MISCELLANEOUS

Governing Law. This Agreement shall be governed in all respects by the  
laws of the State of Florida.

Survival. The representations, warranties, covenants and agreements made  
herein shall survive the closing of the transactions contemplated hereby.

Corporate Kit. There is no corporate kit

Successors and Assigns. Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. In the event of Death or any unforeseen occurrence Denise Gaudreau, the entity in which he has designated may only receive Forty Five thousand, (45,000.00) Dollars in first year of said occurrence, thereafter fair market value of company will be paid to surviving heir or said designee. Fair market to be determined by third party, ie: ACCOUNTANT, Where as Denise Gaudreau will appoint a coreciver for the said administrative duties for the survival of her children in the case of death, So the business may operate in a professional manner without being incumbered by non working members of her family.

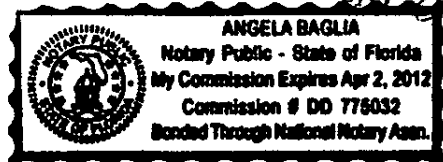
Entire Agreement; Amendment. This Agreement and the other documents delivered pursuant hereto at the Closing constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof, and no party shall be liable or bound to any other party in any manner by any warranties, representations or covenants except as specifically set forth herein or therein. Except as expressly provided herein, neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument signed by the party against whom enforcement of any such amendment, waiver, discharge or termination is sought. Not limited to all reasonable attorneys fees and costs. The "Buyer" will act in accordance as a silent partner, but will share in her respective percentage the assets in said business.

The foregoing Agreement is hereby executed as of the date first above written.

IN WITNESS whereof the parties have executed this Agreement.

The foregoing Agreement is hereby executed as of the date first above written.

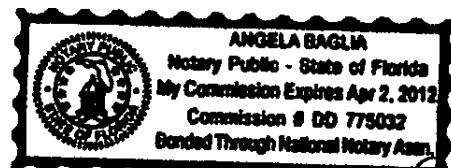
IN WITNESS whereof the parties have executed this Agreement.



BUYER:  
FL DL G 635-161-64-885-0

SELLER:

By: Jma Behish  
FL DL B 230-818-61-706-0



WITNESS

*James EG*



**STOCK PURCHASE AGREEMENT  
ADDENDUM**

Sale of Capital Stock. The sum of Twenty Thousand (\$20,000) DOLLARS cash is hereby paid on July 17<sup>th</sup>, 2009 as the balance due on the purchase of thirty-three & 1/3 Shares of Identity Hair & Nails, INC. Common Stock. This fulfills the payment of the total purchase price of Forty-five Thousand (\$45,000) DOLLARS as agreed in the original Stock Purchase Agreement signed July 10<sup>th</sup>, 2009.

The foregoing Agreement is hereby executed as of the date first above written.

**IN WITNESS** whereof the parties have executed this Agreement.

The foregoing Agreement is hereby executed as of the date first above written.

**IN WITNESS** whereof the parties have executed this Agreement.

BUYER:

By: 

SELLER:

By: 

WITNESS

By: 

## STOCK PURCHASE AGREEMENT

This agreement is made as of this 21 day of October 2011 among Tina Beheshti, hereinafter collectively referred to as "Seller" and Denise Gardner collectively referred to as "Buyer" and Identity Hair & Nails a Florida Corporation, hereinafter referred to as "Company".

WHEREAS; "Seller" owns Thirty-Three and one third (33 1/3) shares of common stock of "Company" and agrees to sell Thirty Three and one Third (33 1/3 ) Percent of common stock of Company( Identity Hair and nails) Inc, a Florida corporation to "Buyer" Denise Gardner on October 20th 2011. Thirty Three and one Third (33 1/3) Percent of Identity Hair & Nails, Inc, a Florida corporation, is now owned by Denise Gardner.

### SALE OF STOCK SECTION 1

Sale of Capital Stock: Subject to the terms and conditions hereto, "Seller" sells to "Buyer", Thirty-Three & 1/3 shares of the Identity Hair & Nails, Inc. Common Stock, for the total sum of TWELVE THOUSAND DOLLARS as follows: The sum of FIVE THOUSAND DOLLARS in cash to be paid on October 21th, 2011 and the sum of FIVE THOUSAND DOLLARS in a cashiers check to be paid on October \_\_\_th 2011 and the sum of TWO THOUSAND DOLLARS from a personal check on October 21th 2011.

### SECTION 2 REPRESENTATIONS AND WARRANTIES

Authorization: This Agreement when executed and delivered by the "Buyer" will constitute a valid and legally binding obligation of the Parties, enforceable in accordance with its terms.

Warranties: The "Seller" makes the following warranties to "Buyer":  
"Seller" has the power and authority to execute Closing documents, and to sell, and to deliver the shares to "Buyer" pursuant to the terms of this Agreement. And Florida Statutes the execution, delivery and performance of each of the Closing documents, including the issuance, sale and delivery to "Buyer" of the shares of common stock pursuant to the Agreement, have been duly authorized by all requisite corporate action on the part of "Company".

### MISCELLANEOUS

Governing Laws: This agreement shall be governed in all respects by the laws of the state of Florida.

Survival: The representations, warranties, covenants and agreements made herein shall survive the closing of the transactions contemplated hereby.

Corporate Kit: There is no corporate kit.

Successors and Assigns: Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrations of the parties hereto.

## **STOCK PURCHASE AGREEMENT**

**Entire Agreement; Amendment:** This agreement and the other documents delivered pursuant hereto at the Closing constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof, and no party shall be liable or bound to any other party in any manner by any warranties, representations or covenants except as specifically set forth herein or therein. Except as expressly provided herein, neither this Agreement nor any term hereof may be amended, waived, discharged or terminated, other than by written instrument signed by the party against whom enforcement of any such amendment, waiver, discharge or termination is sought. Not limited to all reasonable attorneys fees and cost.

**Lease Deposit:** With signing of this agreement, the "seller" agrees that all deposit monies held by Inland Diversified, Inc. ( previously Core Corporation) for the leased building space at 10360 SW Village Center Drive in the Tradition plaza will remain with "Company". and Denise gardner.

The foregoing agreement is hereby executed as of the date first above written.

**IN Witness** whereof the parties have executed this agreement.

The foregoing agreement is hereby executed as of the date first above written.  
**IN WITNESS** whereof the parties have executed this agreement.

BUYER:

By: *Denise Gardner*

Date: 10-21-2011

SELLER:

By: *Jana Belush*

Date: 10-21-2011

WITNESS

By: *Brian McEachron*

Date: 10-21-11



The date of each amendment(s) adoption: October 24 2011  
(date of adoption is required)

Effective date if applicable: \_\_\_\_\_  
(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 October 24 2011

Signature Denise Gardner

(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)

Denise Gardner  
(Typed or printed name of person signing)

President  
(Title of person signing)