

P110000036683

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

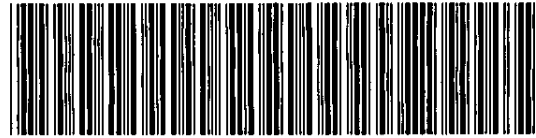
(Business Entity Name)

(Document Number)

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RECEIVED  
NOV 21 4 11 54  
SUFFOLK COUNTY  
CLERK OF SUPERIOR COURT

*Amend.*

11-24-14

*DC*

FILED  
NOV 21 PM 2:37  
CLERK OF SUPERIOR COURT  
SUFFOLK COUNTY

**COVER LETTER**

TO: Amendment Section  
Division of Corporations

NAME OF CORPORATION: Diverse Services USA, Inc

DOCUMENT NUMBER: R 11 000036683

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

Please return all correspondence concerning this matter to the following:

Tina ☺

Name of Contact Person

**Sunshine Corporate & Filing  
Services, Inc.  
3458 Lakeshore Drive  
Tallahassee, FL 32312**

Firm/ Company

Address

City/ State and Zip Code

I will  
pick up

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Tina

Name of Contact Person

at (

508-1891

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

FILED

14 NOV 21 PM 2:37

Diverse Services USA, Inc.

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

P 110000 36683

(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:

N/A

*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)

259 Lakemont Park Blvd.

Suite 200

Altoona PA 16602

C. Enter new mailing address, if applicable:  
(Mailing address MAY BE A POST OFFICE BOX)

P O Box 2566

Altoona PA 16603

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

Registered Agent Solutions, Inc.

155 Office Plaza Dr., Suite A

(Florida street address)

New Registered Office Address:

Tallahassee

Florida 32301

(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.*

Janlyn Light Asst. Secretary  
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 checked="" type="checkbox"/> Remove	P	R. Mark Govin	18015 Kings Park Drive Tampa, FL 33647
2) <input type="checkbox"/> Change <input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove	VP	Kevin A Govin	6805 Monet Circle Tampa, FL 33617
3) <input type="checkbox"/> Change <input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove	P	Andrea Cohen	148 Allison Way Hollidaysburg PA 16648
4) <input type="checkbox"/> Change <input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove	T	Kathy Wagner	4801 Pennwood Drive Altoona PA 16602
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			

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

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

Stock Purchase Agreement

**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)*

n/a

The date of each amendment(s) adoption: October 1, 2014, if other than the date this document was signed.

Effective date if applicable: n/a  
(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 11-21-14

Signature

Kathy Wagner

(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)

Kathy Wagner

(Typed or printed name of person signing)

Treasurer

(Title of person signing)

## STOCK PURCHASE AGREEMENT

THIS AGREEMENT made this 1 day of October, 2014, by and between **KEVIN GOVIN** and **R. MARK GOVIN**, (hereinafter collectively referred to as "Seller") and **BLAIR LOGISTICS, LLC**, a Pennsylvania Limited Liability Company, with an address at 259 Lakemont Park Boulevard, Ste. 200, Altoona, Pennsylvania, (hereinafter called "Buyer").

WHEREAS, Diverse Services USA, Inc. (hereinafter called the "Corporation"), a Florida Corporation has issued 510 shares to Kevin Govin and 490 shares to Mark Govin, all of which consists of capital stock of the Corporation; and

WHEREAS, an additional 960 shares of capital stock in the Corporation is owned by Blair Companies, a Pennsylvania Corporation; and

WHEREAS, Seller is willing to sell all of their shares of the Corporation to Buyer, and the Buyer is willing to purchase the same for the sum of \$1.00.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Surrender of Shares. Seller, Kevin Govin, hereby shall deliver to Buyer the certificates representing 510 shares owned by Seller, Kevin Govin, each certificate shall duly be endorsed in blank for transfer. Seller, Mark Govin, hereby shall deliver to Buyer the certificates representing 490 shares owned by Seller, Mark Govin, each certificate shall duly be endorsed in blank for transfer.

2. Representations. Seller, Kevin Govin, represents and warrants that he is the sole owner of the 510 shares to be transferred to the Buyer, and that all of these shares are free and clear of liens and encumbrances of any kind. Seller, Mark Govin, represents and warrants that he is the sole owner of the 490 shares to be transferred to the Buyer, and that all of these shares are free and clear of liens and encumbrances of any kind.

3. **Payment of Purchase Price.** Buyer hereby accepts delivery from Seller of the certificates for the 510 shares owned by Kevin Govin, and 490 shares owned by Mark Govin, and delivers to Seller in payment for the same the sum of \$1.00, receipt of which is hereby acknowledged by Seller

4. **General Releases.** At the time of the execution of this Agreement, the Corporation and the Seller shall exchange general releases which shall except only their respective obligations hereunder.

5. **Resignation of Seller.** At the time of the execution of this Agreement, Seller, Kevin Govin, and Seller, Mark Govin, shall deliver to the Corporation their written resignation as a Director and/or Officer of the Corporation which shall be effective as of the date of delivery.

6. **Entire Agreement.** This Agreement constitutes the entire contract by the parties hereto and there are no other understandings, oral or written, relating to the subject matter hereof. This Agreement may not be changed, modified, or amended in whole or in part except in writing, signed by all the parties hereto.

7. **Binding Effect.** This Agreement and all of its terms and conditions shall extend to and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors and assigns.

8. **Governing Law.** This Agreement shall be governed by the Laws of the Commonwealth of Pennsylvania.



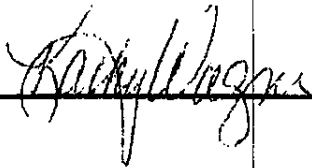
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

WITNESS:






WITNESS:



SELLER:

 9-24-14

 9-24-14  
Mark Govin

BUYER:

BLAIR LOGISTICS, LLC

By: 