

PI10000070067

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

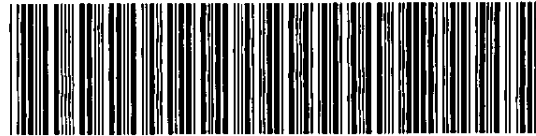
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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Office Use Only



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03/06/13--01013--011 **35.00

FILED
13 MAR -6 PM 1:03
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

And
MAR 08 2013
R. WHITE

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Sustainable-Green Services Inc.

DOCUMENT NUMBER: P11000070067

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

Please return all correspondence concerning this matter to the following:

Charles T. Meyer

Name of Contact Person

Firm/ Company

18 Hill Avenue

Address

Orlando, FL 32801

City/ State and Zip Code

ctmeyerandassociates@gmail.com

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

For further information concerning this matter, please call:

Travis Meyer

Name of Contact Person

at (860) 830-1888

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

Sustainable-Green Services Inc.

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

P11000070067

(Document Number of Corporation (if known))

FILED
13 MAR -6 PM 1:09

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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)

18 Hill Avenue
Orlando, FL 32801

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

18 Hill Avenue
Orlando, FL 32801

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 Charles T. Meyer
18 Hill Avenue
(Florida street address)

New Registered Office Address: Orlando, Florida 32801
(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

4

The date of each amendment(s) adoption: January 1, 2012

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 2/28/2012

Signature Nicole S. Vogelbacher
(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)

Nicole S. Vogelbacher

(Typed or printed name of person signing)

Director, President

(Title of person signing)

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT is effective as of the 1st day of January, 2012, by and between Nicole Vogelbacher ("Seller") and Charles Meyer (the "Buyer").

WHEREAS, the Seller owns a 100% interest in SUSTAINABLE-GREEN SERVICES, INC., a Florida corporation (sometimes referred to herein as "SUSTAINABLE") The 100% SUSTAINABLE stock owned by the Seller shall be referred to herein as the "Stock";

WHEREAS, the Seller is the sole shareholder of SUSTAINABLE.

WHEREAS, the Seller desires to terminate her association with SUSTAINABLE as a shareholder and in all other capacities, and to sell her Stock upon the terms and conditions as provided in this Agreement; and

WHEREAS, the Buyer desires to purchase the Stock of the Seller upon the terms and conditions provided in this Agreement.

NOW THEREFORE, in consideration of the above recitals and the mutual covenants herein made, the purchase price to be paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the Seller and the Buyer agree as follows:

Article I. Purchase of Stock.

Section 1.1. Purchase of Stock. Subject to the terms and conditions of this Agreement and in reliance on the representations and warranties set forth herein, the Seller hereby sells to the Buyer and the Buyer hereby purchases from the Seller all of Seller's right, title and interest in and to the Stock.

Section 1.2. Purchase Price. The total purchase price for the Stock is One Dollar (\$1.00), payable in cash upon the execution of this Agreement.

Section 1.3. Payment of Purchase Price and Delivery of Other Documents. Concurrently with the execution of this Agreement and as a condition to the closing of the transactions set forth in this Agreement, the Buyer shall deliver to the Seller the One Dollar purchase price. At the closing, the Seller shall execute and deliver to the Buyer an Assignment of Stock of SUSTAINABLE in the form of Exhibit A, which is attached hereto and incorporated by this reference herein.

Section 1.4. Resignations. By her signature to this Agreement, the Seller hereby resigns as a shareholder and in all other capacities of SUSTAINABLE.

Section 1.6 Representations and Warranties of the Seller. The Seller hereby represents and warrants to the Buyer, such representations and warranties to survive in accordance with Section 2.1 herein and be deemed renewed on and as of Closing, as follows:

- (a) The Seller is the lawful owner of the Stock. The Seller has full legal and equitable title to the Stock and the absolute right to sell, assign, transfer and deliver the Stock to the Buyer.
- (b) The Seller has full power, authority and legal capacity to execute and deliver this Agreement, Assignment of Stock of SUSTAINABLE, and any and all other agreements and instruments to be executed and delivered pursuant hereto (collectively the "Other Documents") and to consummate the transactions contemplated hereby.

Section 1.7. Representations of Buyer. The Buyer hereby represents and warrants to the Seller as follows:

- (a) The Buyer has full power, authority and legal capacity to execute and deliver this Agreement, Assignment of Stock of SUSTAINABLE, and any and all other agreements and instruments to be executed and delivered pursuant hereto (collectively the "Other Documents") and to consummate the transactions contemplated hereby and thereby. This Agreement has been duly executed and delivered by the Buyer and constitutes, and each of the Other Documents when duly executed and delivered by the Buyer will constitute, legal, valid and binding obligations of the Buyer enforceable in accordance with their terms;
- (b) The Buyer acknowledges that he has had full and complete access to financial and other information about SUSTAINABLE and finds all such information completely satisfactory and has had full opportunity to ask any questions he might have, to obtain answers to any and all such questions and to seek his own individual legal counsel for advice with respect to this transaction;
- (c) The Buyer acknowledges that the Stock have not been registered under the Securities Act of 1933, as amended (the "Act"), or any state securities laws, and consequently are subject to transfer restrictions under the Act and such state securities laws;
- (d) The Buyer is purchasing the Stock for his own account and not with a present view toward distribution or resale;
- (e) To the best of the Buyer's knowledge, the execution, delivery and performance of this Agreement will not violate any law, regulation, order or agreement to which he is a party or by which he or any of his property is bound;

- (f) Neither the execution and delivery by the Buyer of this Agreement nor the consummation of the transactions contemplated hereby or thereby, requires the consent or approval of, or the giving of notice by the Buyer to, or the registration by the Buyer with, or the taking of any other action by the Buyer in respect of, any federal, state or local governmental authority or any third party. Neither the execution nor delivery by the Buyer of this Agreement and the Other Documents, respectively, nor the consummation by the Buyer of the transactions contemplated hereby and thereby, nor the compliance by the Buyer with any of the provisions hereof or thereof, will (i) require the Buyer to file or register with, or obtain any permit, authorization, consent or approval of, any governmental regulatory authority, (ii) violate or breach any provision of, or constitute a default (or an event which, with notice or a lapse of time or both, would constitute a default), or result in the creation of a lien on or encumbrance of any of the Stock, under any contract, agreement or other instrument, commitment or obligation to which the Buyer is a party, or by which the Buyer or her Stock may be bound; or (iii) violate any order, writ, injunction, decree, judgment, statute, law, regulation or ruling of any court or governmental authority applicable to the Buyer; and

Section 1.8 General Release and Indemnification.

- (a) The Buyer and SUSTAINABLE hereby each release and forever discharge the Seller and her heirs, executors, administrators, legal and personal representatives, agents, successors and/or assigns (collectively, "Seller Released Parties"), of and from any and all obligations, claims, demands, actions, causes of action, duties, debts, suits, reckonings, contracts, controversies, agreements, promises, damages, responsibilities, liabilities and accounts of whatsoever kind, nature, or description, indirect or direct, in law or equity, in contract, tort or otherwise, whether known or unknown, arising out of or relating to SUSTAINABLE or either of them and any of their respective operations or the Stock being sold hereunder (collectively, "Claims") which the Buyer and/or either of SUSTAINABLE, or their respective heirs, executors, administrators, legal and personal representatives, successors, or assigns may now have, or ever have had, or can or may hereafter have against any of the Seller Released Parties. Nothing contained in this Section 1.8 shall be considered a release of claims the Buyer may have pursuant to this Agreement, the Other Documents or any representation or warranty contained in Section 1.6 herein.
- (b) The Buyer and SUSTAINABLE agree that in the event any Claim or Claims shall be asserted by or on behalf of them or any other person or entity, and each such person or entity's heirs, executors, administrators, legal and personal representatives, successors, and assigns, or any one or more of them, against the Seller Released Parties, they will indemnify and hold harmless such Seller Released Parties from any and all such Claims or the Stock being sold hereunder for anything occurring or failing to occur after the date of this Agreement (including but not limited to, any and all damage, loss, obligations, demands, assessments, judgments, and liabilities incurred in litigation or otherwise,

directly or indirectly) and expenses, including reasonable attorneys' fees, incurred by the Seller Released Parties in defending the same. The Seller Released Parties may make settlement of any Claim or Claims to which the foregoing indemnity relates and such settlement shall be binding on the Buyer and the Companies for purposes of this Section 1.8.

Article II. Miscellaneous.

Section 2.1. Survival of Representations and Warranties. The representations and warranties made by the Seller and the representations and warranties made by the Buyer shall survive the Closing of this Agreement for a period of five (5) years.

Section 2.2. Binding Effect. This Agreement and the Other Documents shall be binding upon the parties hereto and their heirs, executors, administrators, legal and personal representatives, successors, assigns, and any other transferee.

Section 2.3. Law Governing. This Agreement and the Other Documents and all rights and obligations of the parties shall be construed and interpreted under the laws of the State of Florida applicable to agreements made and to be performed entirely within such state, including all matters of enforcement, validity and performance.

Section 2.4. Waiver and Amendment. Any of the provisions of this Agreement and the Other Documents may be waived by a signed writing at any time by the party or parties which is or are entitled to the benefit of such provision. Any of the provisions of this Agreement or the Other Documents may be amended at any time by written agreement of all of the parties hereto. A party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect the validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provision of this Agreement by that party or any other party.

Section 2.5. Notices. All notices, requests, demands and other communications hereunder shall be deemed to have been duly given if delivered or mailed by certified mail or registered mail, return receipt requested, with postage prepaid or by a recognized overnight delivery service with delivery confirmed or telexed or telecopied with receipt confirmed, addressed as follows:

(a) If to the Seller to:

Nicole Vogelbacher
1826 Walker Avenue
Winter Park, Florida 32789

(b) If to Buyer:

Charles Meyer

or to such other person and place as the Seller or the Buyer shall direct to the other in writing.

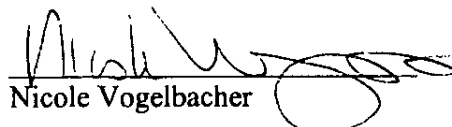
Section 2.5. Entire Agreement. This Agreement and the Other Documents constitute the entire agreement between the parties hereto and supersede all prior and contemporaneous agreements and undertakings of the parties pertaining to the subject matter hereof.

Section 2.6. Headings. The Article and Section headings in this Agreement and the Other Documents are inserted for convenience only and are not part of this Agreement and the Other Documents.

Section 2.7. Severability. In the event any provision of this Agreement or the Other Documents is held to be illegal, invalid or unenforceable to any extent; (i) the legality, validity and enforceability of the remainder of this Agreement or the Other Documents shall not be affected thereby; (ii) said provision shall be modified by the court to the extent necessary to render it not illegal, invalid or unenforceable; and (iii) this Agreement and the Other Documents shall continue in full force and effect as modified and shall be enforced to the greatest extent permitted by law.

INTENDING TO BE LEGALLY BOUND, the parties hereto have caused this Agreement to be duly executed this 31 day of January, 2013 to be effective as of January 1st, 2012.


Charles Meyer

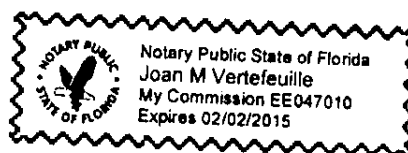

Nicole Vogelbacher

STATE OF FLORIDA
COUNTY OF Orange

31 THE FOREGOING INSTRUMENT was acknowledged before me this 31 day of January, 2013, by NICOLE VOGELBACHER, who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC

My commission expires: 2/2/2015

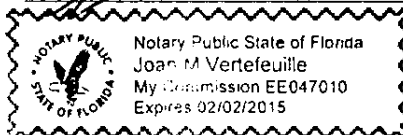


STATE OF FLORIDA

COUNTY OF

Oran

31 THE FOREGOING INSTRUMENT was acknowledged before me this
day of JANUARY, 2013, by CHARLES MEYER, who is personally
known to me or who produced _____ as
identification.



NOTARY PUBLIC

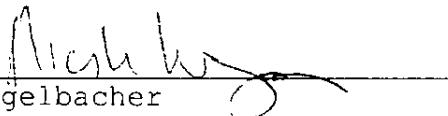
My commission expires: 02/02/2015

Exhibit "A"

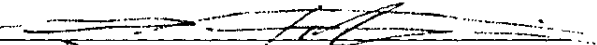
ASSIGNMENT SEPARATE FROM CERTIFICATE

FOR VALUE RECEIVED, I, Nicole Vogelbacher, hereby sell, assign and transfer unto Charles Meyer, all of the Stock of SUSTAINABLE-GREEN SERVICES, INC, a Florida Corporation ("SUSTAINABLE") which represent all of the Stock which I may own and which represents a one hundred percent (100%) of the issued and outstanding shares of stock of SUSTAINABLE standing in Nicole Vogelbacher's name on the books of said company. No Stock Certificate was ever issued in the name of Nicole Vogelbacher. I do hereby irrevocably constitute and appoint Charles Meyer as attorney to transfer the stock on the books of the within named company with full powers of substitution in the premises.

EFFECTIVE DATE: January 1st, 2012


Nicole Vogelbacher

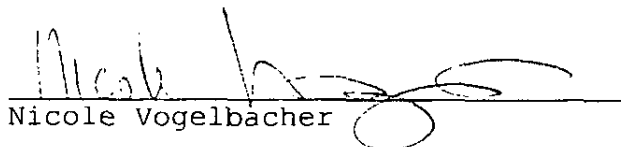
IN THE PRESENCE OF:

Witness Sign Name: 
Witness Print Name: David T. Tinsley

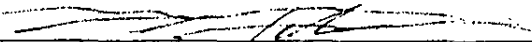
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EFFECTIVE DATE: January 1st, 2012


Nicole Vogelbacher

IN THE PRESENCE OF:

Witness Sign Name: 
Witness Print Name: DAVID T. TINSLEY