

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

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To:

Division of Corporations
Fax Number : (850) 617-6380

From:

Account Name : LICENSES ETC INC
Account Number : I20070000159
Phone : (239) 777-1028
Fax Number : (877) 275-3593

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: _____

COR AMND/RESTATE/CORRECT OR O/D RESIGN
PENNINGTON ENTERPRISES, INC.

Certificate of Status	1
Certified Copy	1
Page Count	06
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SECRETARY OF STATE
DIVISION OF CORPORATIONS
12 MAR - 9 PM 3:16
Name ch8
10 cc/cus
10 3/9/12

Electronic Filing Menu

Corporate Filing Menu

Help

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COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Pennington Enterprises, Inc.DOCUMENT NUMBER: P11000100283The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Chrissi Jackson

Name of Contact Person

Licenses, Etc., Inc.

Firm/ Company

15275 Collier Blvd 201-300

Address

Naples, FL 34119

City/ State and Zip Code

support@licensesetc.com

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

For further information concerning this matter, please call:

Chrissi Jackson

Name of Contact Person

at (239) 777-1028

Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

- | | | | |
|--|--|---|---|
| <input 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 checked="" 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

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03/09/2012 09:21
850-617-6381

2393314891

LICENSES ETC

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3/7/2012 2:57:50 PM PAGE 1/001 Fax Server



March 7, 2012

FLORIDA DEPARTMENT OF STATE
Division of Corporations

PENNINGTON ENTERPRISES, INC.
4227 SW 23RD AVE
CAPE CORAL, FL 33914US

SUBJECT: PENNINGTON ENTERPRISES, INC.
REF: P11000100283

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The name designated in your document is unavailable since it is the same as, or it is not distinguishable from the name of an existing entity.

Please select a new name and make the correction in all appropriate places. One or more major words may be added to make the name distinguishable from the one presently on file.

Adding "of Florida" or "Florida" to the end of a name is not acceptable.

The document number of the name conflict is L07000125514 - PEBBLEWORKS POOL SERVICE APPLICATIONS, LLC.

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

Irene Albritton
Regulatory Specialist II

FAX Aud. #: H12000060520
Letter Number: 112A00008732

RECEIVED
12 MAR -9 AM 8:08
TALLAHASSEE, FLORIDA
*Sale of business including
name rights attached.*
P.O BOX 6327 - Tallahassee, Florida 32314

(((H12000060520 3)))
 Articles of Amendment
 to
 Articles of Incorporation
 of

Pennington Enterprises, Inc.

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

P11000100283

(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:

Pebbleworks Pool Surface Applications, Inc.

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

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 DIVISION OF CORPORATIONS
 12 MAR -9 PM 3:16

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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:

<input checked="" type="checkbox"/> Change	<u>PT</u>	<u>John Doe</u>
<input type="checkbox"/> Remove	<u>V</u>	<u>Mike Jones</u>
<input checked="" type="checkbox"/> Add	<u>SV</u>	<u>Sally Smith</u>

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
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	_____	_____	_____ _____ _____

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E. If amending or adding additional Articles, enter change(s) here:
(attach additional sheets, if necessary). (Be specific)

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

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)

[illegible]

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BUSINESS BROKERS OF FLORIDA
STANDARD ASSET PURCHASE CONTRACT AND
RECEIPT

BBFDate: September 6, 2011

Thomas Pennington or His Nominee (herein referred to as "Buyer") and PEBBLEWORKS POOL SURFACE APPLICATIONS, LLC (herein referred to as "Seller") hereby agree that, upon acceptance of this contract, Seller shall sell and Buyer shall purchase, the business known as: PEBBLEWORKS POOL SURFACE APPLICATIONS, LLC located at 2971 SOUTH STREET FT MYERS FL 33916 in LEE County, FLORIDA, including certain assets, including all furniture, fixtures, equipment, inventory, accounts receivable (where applicable), goodwill, and general intangibles, (the tangible assets are set forth in Schedule "A") pursuant to the terms and conditions of this Standard Asset Purchase Contract and Receipt and any addendums or amendments ("Contract").

- \$ 196,000.00 A. Purchase Price.
- \$ 0.00 B. Earnest Money Deposit received. All Deposits to be held by Law Office of Linda Kay Pufahl Smith, P.A., 5237 Summerlin Commons Blvd., Ste #235 Fort Myers, FL 33907 (hereinafter referred to as "Broker/Escrow Agent"). All parties acknowledge that all funds are subject to collection and that funds will not be disbursed until they are collected. All funds will be held in an non-interest bearing account.
- \$ 20,000.00 C. As deposit upon acceptance of this offer by Seller, to be received in the form of a check. Deposits to be held by Law Office of Linda Kay Pufahl Smith, P.A., 5237 Summerlin Commons Blvd., Ste #235 Fort Myers, FL 33907 (hereinafter referred to as "Broker/Escrow Agent"). Seller and Buyer acknowledge that checks accepted by Broker and/or Escrow Agent are subject to collection. Escrow funds will not be disbursed until they have been cleared by said bank. Escrow accounts will not bear interest.
- \$ 176,000.00 D. Cashier's Check payable to Closing Agent at or before Closing.
- \$ 0.00 E. Promissory Note, as set out in Paragraph 4, made in favor of and to be delivered to Seller at Closing payable in 9 equal consecutive monthly payments of \$0.00 which includes interest at the rate of 0% per annum. The first payment shall be due 9 days after Closing.
- \$ 196,000.00 PURCHASE PRICE TOTAL

The unpaid balance of any promissory note or other deferred indebtedness to be assumed by Buyer and mentioned above is approximate. Any adjustments thereto shall be made to the cash portion provided at Closing.

IT IS HEREBY AGREED THAT:

Pebbleworks / Pennington Contract
 9.16.11

AL
 Seller Initials

Y&P
 Buyer Initials

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19. **BUSINESS DEPOSITS:** Any and all amounts currently on deposit for the benefit of the Business for utility services, leases, insurance, etc., are and shall remain the sole property of Seller and are not included as part of the Purchase Price. Buyer shall, as of the date of Closing, deposit such monetary amounts as is necessary to continue the operation of the Business or the Seller shall receive a credit for such deposits at Closing.

20. **OPERATION OF THE BUSINESS BEFORE CLOSING:** Seller hereby agrees, from the date of execution of this contract to the date of Closing, to carry on the business activities and operations of the Business diligently and in substantially the same manner as has been customary in the past, and Seller shall not remove any items, with the exception of product inventory sold in the normal course of business.

21. **BUSINESS TELEPHONE:** Seller agrees to transfer to Buyer at Closing, and Buyer agrees to accept all of Seller's right, title, interest and responsibility for the Business telephone number(s), yellow page advertisements and any other advertising that refers to said telephone number(s).

22. **BUSINESS MAIL:** After Closing, Seller agrees that all mail it receives relating to the Business, shall be immediately forwarded to Buyer, and Buyer agrees to immediately forward to Seller any personal mail of Seller.

23. **BUSINESS RECORDS:** At Closing, Seller shall deliver copies of all customer accounts, records, and any other documents pertinent to the operation of the Business which Seller has in its possession. Such records shall include copies of those documents necessary to conduct business with suppliers and customers of the Business.

24. **BUSINESS PREMISES:** Until Closing, Seller agrees to maintain the Business premises, including heating, cooling, plumbing and electrical systems and built-in fixtures, together with all other equipment and assets included in this sale, in good working order and to deliver the premises in a clean and orderly condition.

25. **LICENSES AND PERMITS:** Unless otherwise specified herein, Seller agrees to cooperate with Buyer in obtaining, at Buyer's expense, any licenses, permits, approvals or certificates necessary for the continued operation of the Business. Buyer shall have thirty (30) days after the Closing Date to obtain the necessary licenses, permits, approvals or certificates necessary for the continued operation of the Business. In the event Buyer is unable to obtain the necessary licenses, permits, approvals or certificates necessary for the continued operation of the Business within thirty (30) days, Buyer shall pay to Seller a monthly fee of \$400.00 for the use of Seller's license until such time as Buyer is able to obtain the necessary licenses, permits, approvals or certificates necessary for the continued operation of the Business. At closing, Seller warrants that to the best of its knowledge the Business and premises are in compliance with all government regulations as to health, fire, zoning and other licensing laws. Seller shall bear the cost of repairs and/or alterations which are or may be required to allow Buyer to operate the Business in a lawful manner.

26. **FAMILIARIZATION:** Seller and/or ANTHONY LEO agrees to spend, at no cost to Buyer, a period of 20 days, during normal business hours exclusive of holidays and Sundays from the Closing Date, to assist Buyer and employees in the orderly transfer of the Business.

27. **BUSINESS TRADE NAME:** Seller hereby grants Buyer, effective with the Closing of this sale, any and all rights held by Seller in the trade name, "PEBBLEWORKS POOL SURFACE APPLICATIONS" and any variations thereof. Seller hereby waives any rights thereto, and shall not directly or indirectly, after Closing, make use of such name. If the corporate and business trade names of the Seller are the same or similar, the Seller shall be obligated to change its corporate name to a name unrelated to the Business name within 90 days from the date of Closing.

28. **LEASE OF PREMISES:** Within seven (7) days after the satisfaction of all contingencies, but not less than ten (10) days prior to the date of Closing, Seller shall execute an assignment for the lease on the Business premises with the Landlord's written consent. The Buyer shall assume the lease at Closing. This contract shall be subject to such consent where consent is required. Alternatively, at Buyer's option, Seller shall assist Buyer, within the time constraints set out above, to obtain a new lease on substantially the same terms and conditions as the existing lease, to be effective as of the Closing Date.

Pebbleworks / Pennington Contract
9.16.11

AL
Seller Initials

JEP
Buyer Initials

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44. **REAL PROPERTY:** If the sale of the business includes real property, the sale of the real property portion shall be in terms of the FARBAR contract attached hereto and made a part hereof. The terms of the FARBAR contract shall relate only to the real property.

45. **ATTORNEYS' FEES:** In the event either party hereto employs an attorney in connection with claims by one party against the other arising from the operation of this Agreement, the non-prevailing party shall pay the prevailing party all reasonable fees and expenses, including attorneys' fees, incurred in connection with such claims.

46.

INSTRUCTIONS TO CLOSING AGENT: Both Seller and Buyer direct the Closing Agent to disburse at Closing the full amount of the brokerage fee specified in agreements with the parties and via any cooperative agreements between the brokers, unless such fees were retained from Escrow Funds or paid in advance in full or in part. For reference purposes, the participating brokerage firms are printed below.

GULF GATEWAY REALTY INC
Selling Real Estate Firm

GULF GATEWAY REALTY INC
Listing Real Estate Firm

THIS IS A LEGALLY BINDING AND FULLY ENFORCEABLE CONTRACT. read it carefully. If you wish counsel then please seek assistance from an attorney and/or accountant prior to executing this document. Broker is not qualified to give legal or financial advice. A facsimile copy of this document and signatures, shall be considered for all purposes as original.

DATED and RECEIVED on _____ at the hour of _____ o'clock _____ M.

The undersigned Buyer expressly acknowledges fully reading, understanding and receiving a copy of this document

BUYER:

Thomas E. Pennington
Printed Name

ADDRESS:

1811 SW 51ST ST CAPE CORAL FL 33914

By Thomas E. Pennington
Signature

Title, if a Corporation

By Thomas E. Pennington
Printed Name

Phone: (239) 540-0168

By Thomas E. Pennington
Signature

who personally guarantees Buyer's performance of this Agreement.

SELLER'S ACCEPTANCE: I/we accept **PEBBLEWORKS POOL SURFACE APPLICATIONS, LLC** the foregoing offer and agree to sell the above-described business and assets on the terms and conditions of the contract. Seller acknowledges fully reading, understanding and receiving a copy of this document.

DATED and ACCEPTED on September 08, 2011 at the hour of 8 o'clock A M.

SELLER:

PEBBLEWORKS POOL SURFACE APPLICATIONS, LLC

ADDRESS:

2971 SOUTH STREET FT MYERS FL 33916

Pebbleworks / Pennington Contract
9.16.11

AL
Seller Initials

TEP
Buyer Initials

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The date of each amendment(s) adoption: March 6, 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 3-7-2012

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)

Thomas Pennington

(Typed or printed name of person signing)

President

(Title of person signing)

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