

P12000104137

Arthrex  **Blawtox**

Arthrex Inc. • 1370 Greekside Boulevard • Naples, Florida 34108-1945

605 Hermitage Cir
Palm Beach Gardens, FL 33410

(City/State/Zip/Phone #)

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T. LEMIEUX

To Whom it may concern:

Please see the following information
removing Billie Jo Brockington from our
corporation.

Corp name: Blow Tox Inc
Tax Id # 46-1993462

Thank you,

Hesley Ke _____

**OFFICER / DIRECTOR RESIGNATION
FOR A CORPORATION**

I, BILLIEJO BROCKINGTON, hereby resign as SECRETARY AND DIRECTOR
(Title)

of BLOW-TOX INC.
(Name of Corporation)

P12000104137, a corporation organized under the laws of the State of
(Document Number, if known)

FLORIDA


(Signature of resigning officer/director)

FILING FEE IS \$35.00

Make checks payable to Florida Department of State and mail to:

Amendment Section
Division of Corporations
P O. Box 6327
Tallahassee, Florida 32314

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
13 SEP 27 AM 10:45

AGREEMENT

THIS AGREEMENT is made this 11th day of June, 2013 by and among BILLIE JO BROCKINGTON, who has an address at 317 Anothu ("Brockington") ? and BLOW-TOX, INC., a Florida corporation, which has an address of 4850 PGA Boulevard, #101, Palm Beach Gardens, Florida 33410 ("Corporation"):

RECITALS:

A. Prior to the date of this Agreement, Brockington and Corporation entered into discussions relating to negotiating the terms of an agreement pursuant to which, among other things, Brockington would make a \$30,000.00 payment to the Corporation ("Stock Payment") in exchange for the issuance of certain shares of the Corporation's common stock.

B Brockington transferred the foregoing amount to Corporation with the expectation that the parties would be able to reach a final agreement on all of the remaining material terms.

C. Despite the good faith efforts of both parties, Brockington and Corporation have each decided not to enter into a business relationship and to enter into this Agreement in order to set forth their specific understanding and their respective rights and responsibilities in the future

Now therefore, in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed upon, the undersigned parties hereto agree as follows:

1. Recitals The foregoing recitals are true and correct as of the date hereof and are incorporated herein by reference as though fully set forth in the body of this Agreement.

2. Return of Payment. Corporation has returned to Brockington the sum of Thirty Thousand and No/100 Dollars (\$30,000.00) in currently available funds, and receipt is hereby acknowledged by Brockington

3. No Interest in Stock; Disclaimer. Both parties acknowledge and agree that no shares of Corporation's common stock of were ever issued to Brockington. Brockington acknowledges and agrees that, despite the initial transfer of funds to Corporation, the parties did not reach an agreement and that no interest in Corporation's stock was ever created, whether currently existing or created hereinafter. However, notwithstanding the foregoing specific statement by the parties hereto, in the event that it should ever be determined that an interest in Corporation's stock was created as a result of any of the statements of or actions by the parties, Brockington hereby specifically disclaims and relinquishes any and all such interest and this Agreement shall operate as a transfer of any such interest in the Corporation's stock ever owned by Brockington to Corporation. The execution of this Agreement by Brockington shall be treated as a "stock power" and her execution of this Agreement shall constitute specific authorization and direction to the Corporation's President to transfer any and all of Brockington's shares of Corporation's stock on the books of the Corporation as required to effectuate the terms of this Agreement.

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____ 2013, by _____ as the _____ of BLW-TOX INC who [] is personally known to me or who [] produced _____ as identification and did/did not take an oath.

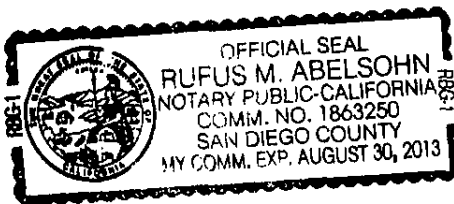
NOTARY PUBLIC

My Commission expires:

STATE OF ~~FLORIDA~~ *CALIFORNIA*

COUNTY OF ~~PALM BEACH~~ *SAN DIEGO*

The foregoing instrument was acknowledged before me this 11 day of June 2013, by BILLIE JO BROCKINGTON who [] is ~~personally known to me~~ or who [X] produced FLDL 6621.078.69.867.0 as identification and ~~did~~ did not take an oath



NOTARY PUBLIC

My Commission expires: Aug 30, 2013

IN WITNESS WHEREOF, The said First Party has signed and sealed these presents the 11th
day of June, 2013.

Witnesses:

Sign: _____

Print: _____

BLOW-TOX INC.
a Florida corporation

Sign: _____

Print: _____

By: _____
Name: _____
Its: _____

Sign: _____

Print: _____

BILLIE JO BROCKINGTON

Sign: _____

Print: _____

purposes. The parties agree that (i) any claim of whatever character arising under or in any way relating to this Agreement shall be brought exclusively in Palm Beach County in the State of Florida. This Agreement shall be legally binding upon and shall operate for the benefit of the parties hereto, their respective heirs, personal and legal representatives, transferees, successors and assigns.

Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS OR EVENTS CONTEMPLATED HEREBY OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THE PARTIES HERETO EACH AGREE THAT ANY AND ALL SUCH CLAIMS AND CAUSES OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. EACH OF THE PARTIES HERETO FURTHER WAIVES ANY RIGHT TO SEEK TO CONSOLIDATE ANY SUCH LEGAL PROCEEDING IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER LEGAL PROCEEDING IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED.

9. In any dispute arising out of this Agreement, the prevailing party shall be entitled to recover their attorneys' fees and costs.

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