

P130000/7494

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(City/State/Zip/Phone #)

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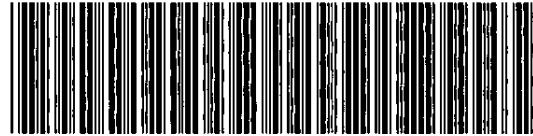
(Business Entity Name)

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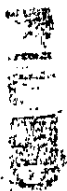
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**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**NAME OF CORPORATION:** BILLNET SOLUTIONS CORPORATION

**DOCUMENT NUMBER:** P13000017494

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

Please return all correspondence concerning this matter to the following:

PEDRO A RODRIGUEZ

Name of Contact Person

BILLNET SOLUTIONS CORPORATION

Firm/ Company

9380 SW 72nd Street, Suite B226

Address

MIAMI, FL 33173

City/ State and Zip Code

info@billnetsolutions.net

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

For further information concerning this matter, please call:

PEDRO A RODRIGUEZ

Name of Contact Person

at 888

235-3255

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

**BILLNET SOLUTIONS CORPORATION**

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

**P13000017494**

(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)

9380 SW 72nd Street, Suite B226  
Miami, FL 33173

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

9380 SW 72nd Street, Suite B226  
Miami, FL 33173

**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

9380 SW 72nd Street, Suite B226

(Florida street address)

New Registered Office Address:

Miami

(City)

Florida 33173

(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

**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:**

X Change                      PT      John Doe

X Remove                      V      Mike Jones

X Add                              SV      Sally Smith

Type of Action (Check One)	Title	Name	Address
1) <input checked="" type="checkbox"/> Change	VP	PEDRO A RODRIGUEZ	9380 SW 72nd Street, Suite
<input type="checkbox"/> Add			MIAMI, FL 33173
<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			

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

See attached.

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: 10/23/2013, if other than the date this document was signed.

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 10/24/2013

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)

Pedro A. Rodriguez

(Typed or printed name of person signing)

President

(Title of person signing)

## **ARTICLE IX**

**Preemptive Rights.** The Company elects to have Preemptive Rights.

## **ARTICLE X**

**Buy-Sell Agreements.** Upon the death of a Stockholder (hereinafter referred to as Decedent), all of the shares of the capital stock of the Corporation owned by him, and to which his estate shall be entitled, shall be sold and purchased as hereinafter provided:

- a. Obligation of the Corporation to Purchase: It shall be for the Corporation to purchase from the Decedent's Personal Representative, and the Decedent's Personal Representative shall be obligated to sell to the Corporation, all of the shares of the capital stock of the Corporation owned by the Decedent and to which the Decedent or her Personal Representative shall be entitled, at the price set forth in Article XI.
- b. Closing: The closing of such purchase and sale shall take place at the offices of the Corporation, at a date selected by the Corporation upon ten (10) business days notice to the Transferor which date shall be not more than fifteen (15) business days following the date of the qualification of the Personal Representative and not less than thirteen (13) business days following such date.
- c. Insurance: To insure or partially insure its obligation under this Agreement to purchase from the estate of a deceased Stockholder the shares owned by him prior to his death, the Corporation shall have the option to purchase policies of insurance covering the lives of each Stockholder in any amount deemed desirable. In the event any Stockholder ceases to be a Stockholder of the Corporation, the Corporation shall terminate any such insurance on such Stockholder's life and in the event any Stockholder increases his holdings of the shares of the Corporation, the Corporation shall procure and maintain, if so desired by it, additional insurance on the life of such Stockholder proportionate to the increase in the holdings of such Stockholder. If the corporation shall receive any proceeds of any policy on the life of the Decedent, such proceeds shall be used by the Corporation to pay the Decedent's Personal Representative to the extent of the purchase price of the Decedent's stock, such payment to be deemed made on account of such purchase price.

- d. Balance of Purchase Price: If the amount of any insurance proceeds is insufficient to pay the purchase price of any Decedent's shares, then the balance of the purchase price remaining after credit for any insurance proceeds shall be payable as follows: fourteen percent (14%) of the balance due to be paid shall be paid in cash, and the balance shall be represented by a promissory note executed by the purchaser payable in fifteen (15) equal installments, which note shall be secured by the stock of the deceased Stockholder.
- e. "S" Election: If the corporation is an "S" corporation at the time of the transfer and sale of its stock, the transferee and new stockholder shall be required to consent in writing not to revoke such "S" election without the unanimous approval of all other stockholders. Such written consent shall be submitted prior to the delivery of the shares to the transferee.

#### ARTICLE XI

**Right of First Refusal.** Should a shareholder wish to sell her shares of stock of the Company, the following shall apply:

- a. Limitation on Transfer. No Shareholder shall transfer his or her shares of Common Stock to any person, firm, or corporation other than an Affiliate, unless the Shareholder desiring to transfer shall first have made an offer to sell as described below and such offer shall not have been accepted by either the existing shareholders or the Company in treasury.
- b. Offer To Sell. The offer to sell shall be given to the Company and to the remaining shareholders and shall consist of a written offer to sell a designated number of the shares of Common Stock (the "Available Shares") owned by the Shareholder desiring to make the transfer (the "Transferor"). The offer to sell may be submitted together with a statement of intention to transfer the Available Shares to a third party including the name and address of the prospective purchaser and the terms and price of such intended transfer. If selling to a third party, the Transferor must have received from the third party a bona fide offer in writing to purchase all the Available Shares and must attach to the offer to sell a true copy of the offer from the third party.

Should Transferor seek to sell shares to the Company and/or shareholders without an interested bona fide third party purchaser and neither the Company nor the shareholders are interested in purchasing Available Shares, Transferor may seek third party purchasers to purchase Available Shares. However, Transferor must repeat the process of providing Company and shareholders the right of first refusal as set forth in this Article.



- c. Acceptance of Offer to Sell. Within thirty (30) days after receipt of the offer to sell, the Company may, at its option, elect to purchase all, but not less than all, of the Available Shares. If the Company does not elect to purchase the Available Shares, the Shareholders other than the Transferor may, within thirty-five (35) days after the receipt of the offer to sell, elect to purchase all, but not less than all, of the Available Shares. The Company shall exercise its election to purchase by giving notice to the Transferor and to the other Shareholders. Each other Shareholder shall exercise his or her election to purchase by giving notice to the Transferor and to the Company. If the Shareholders electing to purchase the Available Shares number two or more, each shall be entitled and obligated to purchase that portion of the Available Shares that equals a fraction, the denominator of which shall be the total shares owned by all Shareholders electing to purchase the Available Shares, and the numerator of which shall be the number of shares owned by the individual Shareholder; the total of the fractions must equal the total of the Available Shares. The notice of election to purchase Available Shares shall specify a date for the closing of the purchase that shall not be less than thirty (30) days after the date of giving the notice but not until both the Company and Shareholders have elected not to purchase the Available Shares.
- i. *Election Defined-* For the purposes of this Agreement, an election shall occur when either the Company or Shareholder make a written election to the Transferor within the time specified in II(c).
  - ii. *Non-Election Defined-* If the Company and/or Shareholders elect not purchase the Available Shares, they may do so either in writing or by not making a formal election within the time specified. Either action will have a similar effect.
  - iii. *Preemption-* The Company's election made in the initial thirty (30) day time frame preempts any election made by any Shareholder during that time frame.
  - iv. *Shareholder Definition-* For the purposes of Section II, Shareholder(s) shall not include the shareholder offering to sell his shares (i.e. Transferor).
- d. Purchase Price. The purchase price and the terms of purchase of the Available Shares shall be the same price and terms contained in a third party written offer (if available); provided that if the date for closing the purchase price provided in this Agreement is longer than that offered by the prospective purchaser, the closing date fixed herein shall control. Should no third party

offer exist, the purchase price shall be generated using reasonable standards generally used in the business community at the time of the sale.

Notwithstanding anything in a bona fide written offer or in this Agreement to the contrary, if the purchase price to the Company (or the Shareholders) for the Available Shares shall equal or exceed \$1/per share, the Company or the Shareholders, as the case may be, shall be entitled to pay for the Available Shares as follows:

- i. 25% of the purchase price at closing;
- i. 25% of the purchase price on the first anniversary of the date of closing;
- i. 25% of the purchase price on the second anniversary of the date of closing; and
- i. 25% of the purchase price on the third anniversary of the date of closing

together, in each case, with interest on the unpaid principal balance at the rate that would otherwise be imputed under the Internal Revenue Code of 1986, as then in effect.

- e. Place of Closing. The closing of the purchase shall take place at the principal office of the Company.
- f. Release From Restriction. If neither the Company nor the remaining Shareholders elect to purchase all of the Available Shares, the Transferor may sell the Available Shares to the prospective purchaser named in the statement attached to the offer to sell (if applicable), such sale to be made only in accordance with the terms stated in the offer to sell and its attachments. If the Transferor fails to make such sale in accordance with each and every term contained in the statement and the attachments, such shares shall remain subject to all the restrictions of this Agreement. Furthermore, notwithstanding anything contained in this Agreement to the contrary, no such transfer may be closed unless the transferee executes a counterpart of this Agreement and agrees to be bound by all the restrictions on the Shareholders in this Agreement. Otherwise, the shareholder shall remain as shareholder of the Company.
- g. Endorsement On Share Certificate. Each Certificate representing shares of Common Stock now or hereafter held by the Shareholders shall be stamped with a legend in substantially the following form:

- i. "The transfer of the shares represented by the within Certificate is restricted under the terms of an Agreement dated October 18, 2013, a copy of which is on file and available for inspection at the office of the issuer."
- h. Specific Performance. The parties now declare that it is impossible to measure in money the damages that will accrue to a party to this Agreement due to a failure of a Shareholder to perform any of the obligations under this Agreement. Therefore, if any party to this Agreement shall institute any action or proceeding to specifically enforce any provisions of this Agreement, any person, including the Company, against whom such action or proceeding is brought hereby waives a claim or defense that such party has an adequate remedy at law and shall not urge at such action or proceeding the claim or defense that such a remedy at law exists.
- i. Pledge. No Shareholder shall pledge or encumber shares without the written consent of each other Shareholder.