

PI3000021051

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

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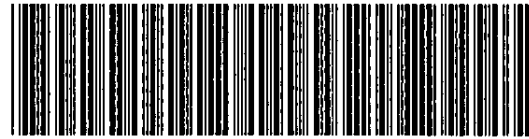
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



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02/25/13--01040--010 **78.75

FILED
13 MAR -5 AM 9:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

W13-11872

COVER LETTER

Department of State
New Filing Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: Salon 31,INC

(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed are an original and one (1) copy of the articles of incorporation and a check for:

☐ \$70.00
Filing Fee

☒ \$78.75
Filing Fee
& Certificate of Status

☐ \$78.75
Filing Fee
& Certified Copy

☐ \$87.50
Filing Fee,
Certified Copy
& Certificate of
Status

ADDITIONAL COPY REQUIRED

FROM: Vilma Lamica

Name (Printed or typed)

105 Birkdale Drive

Address

Daytona Beach, FL 32124

City, State & Zip

386-310-7219

Daytime Telephone number

lamicavilma@yahoo.com ✓

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

NOTE: Please provide the original and one copy of the articles.

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13 MAR -5 AM 9:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE
Division of Corporations

February 27, 2013

VILMA LAMICA
105 BIRKDALE DRIVE
DAYTONA BEACH, FL 32124

SUBJECT: SALON 31, INC
Ref. Number: W13000011872

We have received your document for SALON 31, INC and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The name designated in your document is unavailable since it is the same as, or it is not distinguishable from the name of an administratively dissolved/revoked entity. Names of administratively dissolved/revoked entities are not available for one year from the date of administrative dissolution/revocation unless the dissolved/revoked entity provides the Department of State with an affidavit or letter stating that they have no intention of reinstating, therefore, releasing the name for use to another entity.

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

The document number of the name conflict is P05000123526 (SALON 31, INC.).

The title(s) in the officer/director field(s) is/are not acceptable. Please refer to the following link for acceptable officer/director title information.
<http://www.sunbiz.org/titledef.html>.

A corporation may not serve as its own registered agent. Please designate an individual or another active entity filed or registered with this office, having a Florida street address.

Please return the corrected original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6052.

Thomas Chang
Regulatory Specialist II
New Filing Section

Letter Number: 313A00004750

Execution Copy

7.1 Books and Records. All books and records of the Business described in Section 1.3.

ARTICLE 8

SELLER'S ACKNOWLEDGMENT AND NON COMPETITION AGREEMENT

As a further inducement to Purchaser to enter into this Agreement and to consummate the transactions contemplated herein:

8.1 Seller's Acknowledgment. Seller acknowledges that the transactions contemplated in Section 8 hereof are commercially reasonable.

8.2 Seller's Covenant Not to Compete. For good and valuable consideration, Seller agrees that for a period of two (2) years from the date of execution of this Agreement she will not, directly or indirectly, own, or provide funds for, or otherwise carry on, or provide consulting services to, a business similar to the Business anywhere within the County of Volusia (the "Territory").

8.3 Nonsolicitation of Employees. For good and valuable consideration, the receipt of which is hereby acknowledged, Seller agrees that for a period of two (2) years immediately after the Closing Date, neither Seller nor any other business that Seller directly or indirectly owns, operates, manages, controls, or participates in the management or control of, or is employed by, shall hire or solicit to hire any of Purchaser's employees.

ARTICLE 9

MISSCELLANEOUS

9.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

9.2 Partial Invalidity. In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

9.3 Bulk Sales. Purchaser hereby waives compliance with any applicable Bulk Sales Act and all similar laws. Seller shall promptly pay and discharge when due all of its liabilities and obligations in connection with the Business, other than those assumed by Purchaser.

9.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and, as applicable, heirs and legal representatives.

9.5 Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original counterpart, and shall become a binding

Execution Copy

agreement when Purchaser, Seller and Shareholder shall have each executed one counterpart and delivered it to the other parties hereto.

9.6 Titles and Headings. Titles and headings to sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

ARTICLE 10

BINDING ARBITRATION PROVISION

10.1 Arbitrator and Laws Governing. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Daytona Beach, Florida, or another location agreed to by the parties. The arbitration shall be administered by American Arbitration Association (hereafter referred to as "AAA"). The arbitration shall be held before a sole arbitrator and shall be binding with no right of appeal.

10.2 Rules. The arbitration shall be conducted pursuant to the AAA, Standard Arbitration Rules. The arbitration shall be commenced by filing a demand for arbitration with the administrator of AAA and serving the demand on the opposing party.

10.3 Filing for arbitration. The responding party may file a response and/or a counter-claim within fifteen (15) calendar days. If no response is filed, all the allegations of the demand shall be deemed denied.

10.4 Selecting the arbitrator. The parties shall select an arbitrator by mutual agreement through AAA within thirty (30) calendar days of the date the demand for arbitration is filed. If the parties are unable to agree on the selection of an arbitrator within such time, the administrator of AAA, shall select an independent arbitrator.

10.5 Costs. The costs of the arbitration, including the arbitrator's fees, shall be borne equally by the parties to the arbitration, unless the arbitrator orders otherwise.

BY PLACING THEIR INITIALS HERE, THE PARTIES TO THIS AGREEMENT ACKNOWLEDGE THEY HAVE READ THE FOREGOING ARBITRATION PROVISION AND AGREE TO BE BOUND THEREBY

Seller: D.A.E.Purchaser: VL

IN WITNESS WHEREOF, the parties hereto have duly executed this Asset Purchase Agreement as of the day and year first above written.

Seller

Debbie Egeler
Debbie Egeler

Purchaser

Vilma Lamica
Vilma Lamica

Dated: 3-1-13Dated: 3/1/13

ARTICLES OF INCORPORATION

In compliance with Chapter 607 and/or Chapter 621, F.S. (Profit)

ARTICLE I NAME

The name of the corporation shall be: Salon 31, INC

ARTICLE II PRINCIPAL OFFICE

Principal street address

Mailing address, if different is:

1335 Beville Rd

Daytona Beach, FL 32119

ARTICLE III PURPOSE

The purpose for which the corporation is organized is: Beauty Salon

ARTICLE IV SHARES

The number of shares of stock is: 100

ARTICLE V INITIAL OFFICERS AND/OR DIRECTORS

Name and Title: Vilma Lamica /President

Address 105 Birkdale Drive
Daytona Beach, FL 32124

Name and Title: _____

Address: _____

Name and Title: _____

Address _____

Name and Title: _____

Address: _____

Name and Title: _____

Address _____

Name and Title: _____

Address: _____

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13 MAR - 5 AM 9:05
CLERK OF STATE
TALLAHASSEE, FLORIDA

(conti.)

Name and Title: _____ Name and Title: _____
Address: _____ Address: _____

ARTICLE VI REGISTERED AGENT

The name and Florida street address (P.O. Box NOT acceptable) of the registered agent is:

Name: Vilma Lamica
Address: 1335 Beville Rd
Daytona Beach, FL 32119

ARTICLE VII INCORPORATOR

The name and address of the Incorporator is:

Name: Vilma Lamica
Address: 105 Birkdale Drive
Daytona Beach, FL 32124

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity

Vilma Lamica 2/21/2013
Required Signature/Registered Agent Date

I submit this document and affirm that the facts stated herein are true. I am aware that the false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

Vilma Lamica 2/21/2013
Required Signature/Incorporator Date