

P130001000658

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14 AUG 15 PM 2:36

Amend
(1a) 8.22.14

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: ATR Medical Solutions, Inc

DOCUMENT NUMBER: P13000100658

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

Please return all correspondence concerning this matter to the following:

Melissa Merideth

Name of Contact Person

ATR Medical Solutions, Inc

Firm/ Company

499 N State Road 434 Suite 2019

Address

Altamonte Springs, FL 32714

City/ State and Zip Code

Melissa@atrmedsolutions.com

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

For further information concerning this matter, please call:

Melissa Merideth

Name of Contact Person

at (727)

359-4365

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

FILED
SECRETARY OF STATE
14 AUG 15 PM 2:36

ATR Medical Solutions, Inc

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

P13000100658

(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:

N/A

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**)

N/A

C. Enter new mailing address, if applicable:

(Mailing address **MAY BE A POST OFFICE BOX**)

N/A

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

N/A

(Florida street address)

New Registered Office Address:

N/A

(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.

N/A

Signature of New Registered Agent, if changing

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 are no margins, text, 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)

Please see attached documents regarding Shares.

AGREEMENT FOR PURCHASE AND SALE OF SHARES

THIS AGREEMENT FOR PURCHASE AND SALE OF SHARES ("the Agreement") is entered into in Apopka, Florida, effective the 13th day of August, 2014, by and between MELISSA ANN MERIDETH in her individual capacity ("the Purchaser" or "the Buyer") whose mailing address is 3520 Craig Drive, Apopka, Florida 32703 and YAMILET ORTIZ COLON in her individual capacity ("Seller") whose mailing address is 466 Nadeau Way, Apopka, Florida 32712.

RECITALS

WHEREAS, the Seller is the owner of Five hundred and no/100 (500) of the issued and outstanding shares of capital stock of ATR MEDICAL SOLUTIONS, INC. a Florida Corporation ("the Corporation" or "the Business"); and,

WHEREAS, the Seller desires to sell to the Purchaser, and the Purchaser desires to purchase from the Seller Five hundred and no/100 (500) Shares of capital stock of the Corporation ("the Stock") upon the terms and conditions contained in this Agreement.

THEREFORE, in consideration of the mutual promises and conditions herein contained in this Agreement, the parties agree as follows:

1. PURCHASE AND SALE OF STOCK

Subject to the terms and conditions of the Agreement, the Seller agrees to sell, transfer, and assign to the Purchaser, and the Purchaser agrees to purchase, at the Closing, as hereinafter defined, Five hundred and no/100 (500) of the issued and outstanding shares of Common Stock, par value \$1.00 per share ("the Stock"), of the Corporation. At the Closing, the Seller shall deliver to the Purchaser a certificate evidencing the Stock in a form ready for transfer and duly endorsed to the Purchaser. At the Closing, and from time to time thereafter, the Seller shall execute and deliver such other documents and instruments, and take such other actions as the Purchaser may reasonably request, in order to more fully vest in the Purchaser and perfect title to all right, title, and interest in and to the Stock.

2. PURCHASE PRICE

The total purchase price to be paid by the Purchaser to the Seller for the Stock being sold shall be \$26,000.00 (Twenty six thousand and no/100 US Dollars) which sum represents \$6,000.00 (Six thousand and no/100 US Dollars) as reimbursement for Seller's start-up investment in the Corporation and \$20,000.00 (Twenty thousand and no/100 US Dollars) for purchase of Seller's Stock in the Corporation.

3. PAYMENT OF PURCHASE PRICE

The purchase price described in Paragraph (2) shall be paid as follows:

(a) Buyer shall execute a Promissory Note in the principal amount of \$26,000.00 (Twenty six thousand and no/100 US Dollars) which shall accrue interest at zero percent (0.00%) per annum.

(b) Effective Friday, August 14, 2015 and continuing weekly on each consecutive Friday thereafter – principal payments in the amount of \$1,000.00 (One thousand and no/100 US Dollars per week) shall be paid to Holder until satisfied.

4. THE CLOSING AND THE CLOSING DATE

The Closing Date for the transaction contemplated under this Agreement shall be Friday August 14, 2014, or such date as the Purchaser and the Seller may mutually agree from time to time. The Closing shall be held at the offices of Raymond A. McLeod, Esquire of the McLeod Law Firm, 48 East Main Street, Apopka, Florida 32703, unless another time and place are mutually agreed upon.

5. REPRESENTATIONS AND WARRANTIES BY SELLER - The Seller represents and warrants to the Purchaser as follows:

Title to the Stock

(a) The Seller has good, absolute, and marketable title to Five hundred and no/100 (500) of the issued and outstanding shares of capital stock of the Corporation ("the Stock") free and clear of all liens, claims, encumbrances, and restrictions of every kind. The Seller has the complete and unrestricted right, power, and authority to sell, transfer, and assign the Stock pursuant to this Agreement. The delivery of the Stock to the Purchaser as herein contemplated will vest in the Purchaser good, absolute, and marketable title to all of the Stock, free and clear of all liens, claims encumbrances, and restrictions of every kind.

Organization

(b) The Corporation is a duly organized and validly existing Florida corporation in good standing, with all requisite corporate power and authority to carry on its business as presently conducted. The Corporation is authorized by its Articles of Incorporation, as amended, to issue One thousand and no/100 (1,000) shares of Common Stock, par value \$1.00 per share, of which One thousand and no/100 (1,000) are duly and validly issued and outstanding, fully paid, and non-assessable.

6. TITLE TO PROPERTY AND ASSETS

The Corporation has good, absolute and marketable title all its assets, including without limitation; the tradename of and assets of the business currently operated as ATR MEDICAL SOLUTIONS, INC. located at 499 North State Road 434 - suite 2019, Altamonte Springs, Florida 32714 (the "Business"). There is no litigation or proceedings, and there are no claims of any nature pending or threatened against the Corporation

7. NO DEALERS / BROKERS OR FINDERS

Neither the Corporation nor the Seller will be obligated in any way for any commission, fee, or other remuneration to any finder, dealer, or the like employed by the Purchaser in connection with this Agreement or its negotiation, execution, or performance. Neither the Corporation nor the Purchaser will be obligated in any way for any commission, fee, or other remuneration to any finder, dealer, or the like employed by the Seller in connection with this Agreement or its negotiation, execution, or performance.

8. DISCLOSURE

No representation or warranty by the Seller in this Agreement or in any writing furnished or to be furnished pursuant hereto contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact required to make the statements herein or therein contained not misleading.

9. REPRESENTATIONS AND WARRANTIES BY PURCHASER

The Purchaser represents and warrants to the Seller that it is authorized to enter into this Agreement and to consummate all the transactions contemplated by the Agreement, and that the representations set forth in this Agreement by Purchaser are true and correct.

10. CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASER

Unless waived, in whole or in part, in writing by the Purchaser, the obligations of the Seller hereunder are subject to the fulfillment, prior to or at the Closing, of each of the following conditions:

Resignation as Officer

On the date of closing - Seller shall deliver to the Purchaser a Resignation of Officer and/or Director Affidavit as an Officer / Director of the Corporation. Purchaser shall take such actions as are necessary to report such changes to the Secretary of State by filing an amended 2014 Annual Report.

11. OBLIGATIONS OF BUYER SUBSEQUENT TO CLOSING

Removal of Seller from Bank Accounts / Lease

The parties agree that the Seller shall be removed from the all bank accounts of the Corporation as soon as practicable and will request the current Landlord to remove Seller from the existing lease at the Business premises.

12. DEFAULT

If Purchaser fails to pay on or before Closing date the Balance of cash necessary to close this transaction, or if the Purchaser fails to perform any of the covenants of this contract, Purchaser will be in default. Seller shall then have the right to enforce this contract by any legal or equitable means including a suit for specific performance and/or damages resulting from Purchaser's breach of contract.


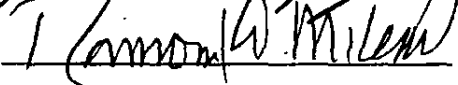
13. NO GUARANTY OF PROFITABILITY

Seller does not warrant or otherwise guaranty profitability of the Business and Buyer assume the risk associated with operation of a business enterprise.

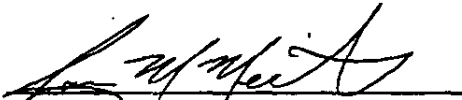
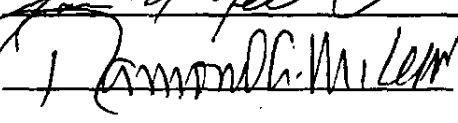
14. ENTIRE AGREEMENT

This Agreement represents the entire agreement of the parties on the matters set forth herein. In the event of any dispute arising from this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. Venue for any proceedings shall be exclusively in Orange County, Florida. This Agreement shall not be modified other than in writing executed by the parties hereto.

WITNESSES:


Ricardo S. Borge
1. 
Raymond W. Miles


YAMILET ORTIZ COLON
in her individual capacity
Seller


Raymond W. Miles
1. 
Raymond W. Miles


MELISSA ANN MERIDETH
in her individual capacity
Purchaser

RESIGNATION OF OFFICER AND/OR DIRECTOR AFFIDAVIT

I, YAMILET ORTIZ COLON, after being duly sworn, state that to the best of my knowledge, information and belief, and under penalties of perjury, the following is true and correct:

1. I, YAMILET ORTIZ COLON resigned as Director, Vice President and Secretary of ATR Medical Solutions, Inc., effective August 14, 2014;
2. On or about August 14, 2014, ATR Medical Solutions, Inc. was notified in writing of the resignation; and
3. Corporate minutes relating to the resignation are unavailable to the undersigned.

FURTHER AFFIANT SAYETH NOT.

Signed, sealed and delivered in our presence:

Ricardo S. Roque
Ricardo S. Roque
Printed name of witness

Yamilet Ortiz Colon
YAMILET ORTIZ COLON

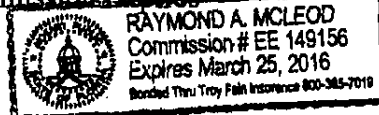
Raymond A. McLeod
Raymond A. McLeod
Printed name of witness

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING was sworn to or affirmed before me on the 13th day of August, 2014, by YAMILET ORTIZ COLON, who is personally known, executed the foregoing RESIGNATION OF OFFICER AND/OR DIRECTOR AFFIDAVIT and she acknowledged to and before me, under oath, that she executed such instrument.

Raymond A. McLeod
NOTARY PUBLIC

My Commission Expires



WAIVER OF NOTICE
OF THE SPECIAL MEETING OF
SHAREHOLDERS AND THE BOARD OF DIRECTORS
OF
ATR MEDICAL SOLUTIONS, INC.

I, the undersigned, MELISSA ANN MERIDETH, being the sole Shareholder and Director of the Corporation hereby agree and consent that the SPECIAL MEETING OF SHAREHOLDER(S) AND DIRECTOR(S) of ATR MEDICAL SOLUTIONS, INC. be held on the date and at the time and place stated below and hereby waive all notice of such meeting and of any adjournment thereof.

Place of meeting: Principal office of corporation.

Date of meeting: August 13, 2014.

Time of meeting: 10:00 a.m.

Dated: August 13, 2014.



MELISSA ANN MERIDETH
Shareholder / Director

MINUTES OF THE SPECIAL MEETING
OF SHAREHOLDER(S) AND DIRECTOR(S)
OF
ATR MEDICAL SOLUTIONS, INC.

The Special Meeting of Shareholder(s) and Director(s) of ATR MEDICAL SOLUTIONS, INC. ("the Corporation") was held at the McLeod Law Firm on August 13, 2014 at 10:00 a.m./p.m.

The following were present: MELISSA ANN MERIDETH as sole Shareholder and Director of the Corporation. Also present was RAYMOND A. McLEOD, ESQUIRE, legal counsel for the Corporation.

MELISSA ANN MERIDETH as was appointed Chairman and Secretary of the meeting.

The Secretary then presented and read to the meeting the Waiver of Notice of the Special Meeting of Shareholders and Directors of the Corporation subscribed by the Shareholder(s) and the Director(s) of the Corporation, and it was ordered it be appended to the Minutes of the meeting.

The current record Shareholder(s) of the Corporation are as follows:

<u>Name</u>	<u># of shares</u>
MELISSA ANN MERIDETH	1,000

and the Chairman reported stated that all of the outstanding and issued shares of the Corporation were represented and the Director(s) were each present.

The Secretary then presented and read to the meeting the Minutes of the Organizational Meeting of the Corporation held on December 20, 2014, which upon motion made and seconded were adopted and approved and ordered appended to the Minutes of the meeting.

The Secretary then presented the Minutes of the Meeting of Shareholders of Corporation held on August 11, 2014. Upon motion made was adopted and approved and ordered appended to the Minutes of the meeting.

The Secretary then presented the RESIGNATION OF OFFICER AND/OR DIRECTOR AFFIDAVIT executed by YAMILET ORTIZ COLON. Upon motion made the Resignation was accepted by the Corporation.

The Chairman noted that it was in order to consider electing a Board of Directors for the ensuing year.

Upon nomination(s) duly made, seconded and unanimously carried, the following person was elected as Director of the Corporation to serve for a period of one (1) year and until such time as her successor is elected and qualify, to wit: MELISSA ANN MERIDETH.

The Chairman noted that it was in order to consider electing Officers for the ensuing year.

Upon nominations duly made and unanimously carried, the following person was elected as President, Secretary and Treasurer of the Corporation, to serve for a period of one (1) year and until such time as her successor is elected and qualify:

President MELISSA ANN MERIDETH

Secretary / Treasurer MELISSA ANN MERIDETH

RESOLVED that the Corporation shall continue to proceed to carry on the business for which it was incorporated, and further

Upon motion duly made, seconded and unanimously carried, it was

RESOLVED, that the signing of these Minutes shall constitute full ratification thereof and Waiver of Notice of the meeting by the signatories.

There being no further business before the meeting, on motion duly made, seconded and carried, the meeting was adjourned.

Dated: August 13, 2014.

Melissa Merideth
MELISSA ANN MERIDETH
Chairman

Melissa Merideth
MELISSA ANN MERIDETH
Secretary

A true copy of each of the following paper(s) referred to in the foregoing Minutes are appended hereto:

Waiver of Notice
Minutes of August 11, 2014 Meeting of Shareholders

The date of each amendment(s) adoption: _____, 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 08/13/2014 _____

Signature Melissa Merideth
(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)

Melissa Merideth

(Typed or printed name of person signing)

President

(Title of person signing)