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17 JUN 12 PM 3:43

**COVER LETTER**

TO: Amendment Section  
Division of Corporations

NAME OF CORPORATION: Moving Waters Massage and Spa, Inc.  
DOCUMENT NUMBER: P140000 22537

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

Please return all correspondence concerning this matter to the following:

Wanda Wagner  
(Name of Contact Person)  
Moving Waters Massage and Spa, Inc.  
(Firm/ Company)  
1875 C South Patrick Drive.  
(Address)  
Indian Harbour Beach, Fla. 32937  
(City/ State and Zip Code)  
wanda.movingwaters@gmail.com.  
(E-mail address: (to be used for future annual report notification))

For further information concerning this matter, please call:

Wanda Wagner at (678) 907-1225  
(Name of Contact Person) (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

Articles of Amendment  
to  
Articles of Incorporation  
of

17 JUN 12 PM 3:47

Moving Waters Massage and Spa, Inc.  
(Name of Corporation as currently filed with the Florida Dept. of State)

P14000022537

(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**)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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 Wanda Jo Wagner.  
1875-C South Patrick Drive.  
(Florida street address)

New Registered Office Address: Indian Harbour Beach, Florida 32937  
(City) (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.

Wanda Jo Wagner  
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 type="checkbox"/> Change            | <u>D</u>   | <u>Jerry D. Roberts.</u> | <u>1875-C South Patrick Dr.</u> |
| <input type="checkbox"/> Add                  |            |                          | <u>Indian Harbour Beach</u>     |
| <input checked="" type="checkbox"/> Remove    |            |                          | <u>Florida 32937</u>            |
| 2) <input checked="" type="checkbox"/> Change | <u>PTD</u> | <u>Wanda Wagner.</u>     | <u>1875-C South Patrick Dr.</u> |
| <input type="checkbox"/> Add                  |            |                          | <u>Indian Harbour Beach</u>     |
| <input type="checkbox"/> Remove               |            |                          | <u>Florida 32937</u>            |
| 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               |            |                          | _____                           |

(Attach additional sheets, if necessary). (Be specific)

(if not applicable, indicate N/A)

The date of each amendment(s) adoption: \_\_\_\_\_, if other than the date this document was signed.

Effective date if applicable: \_\_\_\_\_

6/9/2017

(no more than 90 days after amendment file date)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

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

6/9/2017

Signature

Wanda Jo Wagner

(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)

Wanda Jo Wagner

(Typed or printed name of person signing)

PTD

(Title of person signing)

## Shareholder Agreement

Effective Date: june 9, 2017

First Shareholder: Jerry D. Roberts  
P.O. Box 372186  
Satellite Beach, FL 32937

(321) 544-3955  
Jamz742@aol.com

Second Shareholder: Wanda Jo Wagner  
1207 Parkside Place  
Indian Harbour Beach, FL 32937

(678)967-1566

Corporation: Moving Waters Massage & Spa, Inc.

State: Florida

1875-C South Patrick Drive  
Indian Harbor Beach, Florida 32937

(321) 220-8794  
movingwatersspa.com

The distribution of shares is now as follows:

Shareholder #1 holds 51 of the shares.

Shareholder #2 holds 49 of the shares.

As common stock shareholders of Moving Waters Massage & Spa, Inc. the above listed shareholders agree to the following terms and conditions:

Shareholder # 1 is selling their shares ( 51 0/0 in "Moving waters Massage & Spa ) to Shareholder #2 for \$10 plus other consideration, effective June 9, 2017

The shareholders hereby agree that each respective shareholder has purchased their respective shares for investment purposes only with no future intention of reselling their shares. Also, there is mutual agreement and understanding that the shareholders will not donate, pledge, give, sell or otherwise assign or transfer their shares except as per this Shareholders Agreement

The Shareholder may sell, give or transfer their respective shares to the Company as is mutually agreed upon by the Board of Directors and the Shareholder.

The Shareholder hereby agrees to deliver the Company Shares to the company on the agreed upon date and completely free of any encumbrances or liens and all doc stamps and taxes due shall be paid equally by both shareholder #1 and Shareholder #2

Shareholder # 1 agrees to turn over the rights to the landlords security deposit and prepaid last months rent of the lease at the end of the lease.

The Shareholder hereby agrees to deliver the shares to the existing Shareholders on the agreed upon date completely free of any encumbrances or liens.



The Shareholders may during their respective lifetimes transfer their shares to a spouse or direct descendant providing that this transfer is also agreed to by the Board of Directors of this Company. As a director of the Company, the transferee must also agree in writing to vote as a Shareholder. The transferee will also agree to all the terms and conditions of this Shareholder Agreement.

Applicable Law

This contract shall be governed by the laws of the State of Florida in Brevard County and any applicable Federal Law.

Signature

Date

6/9/17

Jerry Roberts

Signature

Date

6/9/17

Wanda Jo Wagner

Natalie Flowers

6-9-17

Witness

## **Corporation Shares Transfer Agreement**

Agreement made this June 9, 2017 among Jerry D. Roberts (hereinafter the "Transferor") of P.O. Box 372186 Satellite Beach, FL 32937 and Wanda Jo Wagner (hereinafter the "Transferee") of 1207 Parkside Place, Indian Harbour Beach, FL 32937.

### **WITNESSETH**

**Whereas** the Transferor owns 51 percent of the Shares of **MOVING Waters Massage & Spa Inc.** (the "Corporation") and

**Whereas** the Transferor desires to convey and the Transferee desire to receive such Shares in the Corporation, on the terms herein stated, and

**Whereas**, Member and the parties desire to memorialize this transaction and approve of same.

**Now, Therefore**, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, the parties agree as follows:

- 1) **Transfer of Shares:** The Transferor shall convert and transfer to the Transferee, and the Transferee shall receive and acquire from the Transferor, the following Shares of the Corporation, consisting of 51 percent of the Shares:

#### **Transferee Shares Transferred**

49% - Wanda Jo Wagner

- 2) **Transfer Price:** The transfer price for all such Shares is \$10.00 and other valuable consideration which the Transferee has paid to the Transferor.
- 3) **Effective Date:** The effective date of the transfer (hereinafter the "Effective Date") shall be the date of this Agreement first noted above. On the Effective Date, the Transferor shall deliver to the Transferee, free and clear of all encumbrances, certificates for the Corporation's Shares referred to in paragraph 1, in negotiable form. Upon such delivery, Transferee shall deliver to the Transferor the consideration for the purchase price of such Shares as provided in paragraph 2.
- 4) **Transferor's and Corporation's Representation and Warranties:** The Transferor and Corporation represent and warrant to the Transferee as follows:
  - a) **Corporation Status:** The corporation is, and will be on the closing date a Corporation duly organized, validly existing and in good standing under the laws of Florida; the copies of Corporations's Articles of Organization, and all amendments thereto to date, certified by the Secretary of State of Florida. And of the Corporation's Minutes as amended to date, certified by the Corporation's Secretary which have been delivered to the Transferee are complete and correct as of the date of this agreement. The Corporation is not licensed or qualified as a Corporation in any other state.

**b) The Corporation Subsidiaries:** The Corporation has no Subsidiaries.

- 5) **Title to Shares:** The Transferor is, on the 9 of June 2017, free and clear of any encumbrances, of the Shares represented by Membership Certificate.
- 6) **All Liabilities Disclosed:** Except to the extent as already disclosed in writing, the Corporation has no liabilities of any nature, whether accrued, absolute, contingent, or incurred in respect of or measured by the Corporation's income for any period prior to January 2017 or arising out of transactions entered into, or any state of facts existing, prior thereto. The Transferor of the Corporation represent and warrant that they do not know or have any reasonable grounds to know of any basis for the assertion against the Corporation, as of January 2017, of any liability of any nature or in any amount not fully disclosed to Transferee in writing.
- 7) **Taxes:** The Corporation's tax returns have been filed as required by law and all taxes shown thereon have been paid when due.
- 8) **Assets:** The Corporation has good and marketable title to all its properties and assets, subject to no mortgage, pledge, lien, encumbrance, security interest, or charge.
- 9) **Payment Obligations:** The Corporation will not on the Closing date be in default on the payment of any of its obligations.
- 10) **Mediation and Arbitration:** Any disputes between the parties hereto, whether arising under this agreement or otherwise, which the parties cannot resolve between themselves using good faith shall be:
  - a) Referred to a court certified mediator of the Circuit court in Brevard County Florida, and any mediation shall be held in Brevard County Florida. The parties shall share equally in cost of said mediation.
  - b) In the event that said dispute is not resolved in mediation, the parties shall submit the dispute to a neutral arbitrator residing in Brevard County Florida. The arbitration shall be held in the County of the principal office of the Corporation. The parties shall share equally in the cost of said arbitration. The parties further agree that full discovery shall be allowed to each party to the arbitration and a written award shall be entered forthwith. Any and all types of relief that would otherwise be available in Court shall be available to both parties in the arbitration. The decision of the arbitrator shall be final and binding. Arbitration shall be the exclusive legal remedy of the parties. Judgment upon the award may be entered in any court of competent jurisdiction pursuant to Florida Statutes Chapter 682, as amended, The Arbitration code.
  - c) If either party refused to comply with a ruling or decision of the arbitrator and a lawsuit is brought to enforce said ruling or decision, it is agreed that the party not complying with the ruling or decision of the arbitrator shall pay the court costs and reasonable attorney's fees (including Trial and Appellate attorney's fees) incurred in enforcing the ruling or decision of the arbitrator.
  - d) Any rights of injunctive relief shall be in addition to and not in derogation or limitation of any other legal rights.

- 11. Attorney's Fees; Costs:** In any arbitration or litigation arising out of this Agreement, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and costs at both the trial and appellate levels.
- 12. Binding Effects:** This agreement shall be binding upon and shall operate for the benefit of the parties and their respective executors, administrators, successors, and assigns.
- 13. Entire Agreement:** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein and may be modified, amended or terminated only by a written instrument executed by the parties hereto or their respective successors or assigns. There are no restrictions, promises, Warranties, covenants or understandings other than those expressly set forth herein.
- 14. Notices:** Any notice, demand or other communication required or permitted by this Agreement must be in writing and shall be deemed to have been given and received:
- a) If delivered by overnight delivery service or messenger, when delivered, or
  - b) If mailed on the third business day after deposit in the United States mail, certified or registered postage prepaid, return receipt requested, or
  - c) If faxed, telexed or telegraphed, twenty-four hours after being dispatched by fax, telegram or telex; in every case addressed to the party to be notified as follows:

Transferor: Jerry D. Roberts  
P.O. Box 372186  
Satellite Beach, FL 32937  
321-544-3955

- 15. Non-Waiver:** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein,
- 16. Governing Law:** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.
- 17. Facsimile copy:** A facsimile copy of this agreement and any signatures affixed hereto shall be considered for all purposes as originals.
- 18. Counterparts.** This Agreement may be executed in two or more parts, each of which shall be deemed an original but all of which together shall be one and the same instrument.

**IN WITNESS WHERE OF** the parties have signed this Agreement.

---

Witness

Jerry D. Roberts, Transferor

Natalee Flowers

Wanda Jo Wagner

Witness

Natalee Flowers

Wanda Jo Wagner Transferee

I hereby consent and agree to the Shares transfer of MOVING WATERS MASSAGE & SPA, INC., a Florida Corporation contained in the foregoing Shares Transfer Agreement

Jerry D. Roberts  
June 9, 2017

JDR