

P15000001502

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2018 JUL 10 PM 4:36
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

C. GOLDEN

JUL 11 2018

COVER LETTER

TD: Amendment Section
Division of Corporations

NAME OF CORPORATION: Build-A-Block Children Therapy Solutions, Inc.

DOCUMENT NUMBER: P15000001502

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

Please return all correspondence concerning this matter to the following:

Kristel Arauz

Name of Contact Person

Build-A-Block Children Therapy Solutions, Inc.

Firm Company

8355 West Flagler Street - Suite 239

Address

Miami, Florida 33144

City/ State and Zip Code

alancheros@buildablocktherapy.com

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

For further information concerning this matter, please call:

Kristel Arauz

305

905-1405

211

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:

☐ \$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

2018 JUL 10 PM 4:36

Build-A-Block Children Therapy Solutions, Inc.

(Name of Corporation as currently filed with the Florida Dept. of State) SECRETARY OF STATE
TALLAHASSEE, FLORIDA

P15000001502

(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

(Florida street address)

New Registered Office Address: _____, Florida _____
(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

Signature of New Registered Agent, if changing

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.

<u>N</u> Add	<u>SV</u>	<u>Sally Smith</u>
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Type of Action (Check One)	Title	Name	Address
1) <input type="checkbox"/> Change <input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove	V D	Ana Lancheros	8355 West Flagler Street Suite 239 Miami, Florida 33144
2) <input type="checkbox"/> Change <input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove	S D	Giancarlo Jacome	8355 West Flagler Street Suite 239 Miami, Florida 33144
3) <input type="checkbox"/> Change <input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove	T D	Michael A. Palma	8355 West Flagler Street Suite 239 Miami, Florida 33144
4) <input checked="" type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove	P D	Kristel Arauz	8355 West Flagler Street Suite 239 Miami, Florida 33144
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)

Amending the following By Laws:

ARTICLE IV - SHARES

The number of total shares for the Company are one-hundred (100). As far as ownership, fifty (50) shares are owned by Ms. Kristel Arauz (President); the remaining fifty (50) shares are owned by Ms. Ana Lancheros (Vice President). Attached are both Purchase Agreements documenting the sale/purchase of the stocks for both Arauz and Lancheros. Therefore, half the Company is owned by Ms. Arauz; the other half is owned by Ms. Lancheros.

ARTICLE V - OFFICERS AND/OR DIRECTORS

Name: Kristel Arauz / Title: President & Director / Address: 8355 West Flagler Street, Suite 239, Miami, FL 33144

Name: Ana Lancheros / Title: Vice President & Director / Address: 8355 West Flagler Street, Suite 239, Miami, FL 33144

Name: Giancarlo Jacome / Title: Secretary & Director / Address: 8355 West Flagler Street, Suite 239, Miami, FL 33144

Name: Michael A. Palma / Title: Treasurer & Director / Address: 8355 West Flagler Street, Suite 239, Miami, FL 33144

Board Minutes Memo for meeting held on July 2, 2018, are herein attached to reflect and document the changes made.

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

BUILD-A-BLOCK CHILDREN THERAPY SOLUTIONS, INC.
8355 West Flagler Street – Suite 239
Miami, Florida 33144

BOARD OF DIRECTORS MEETING MINUTES

The meeting was called to order at 09:00 pm on Monday, July 2, 2018.

Present: Kristel E. Arauz
Michael A. Palma
Ana Lancheros
Giancarlo Jacome

Meeting Purpose – Retain Counsel; Purchase of Stocks; Addition of Board Members; Appointment of Positions; Amendment of By Laws; other business-related topics.

Board of Directors Meeting took place. The Board unanimously decided to permanently retain Michael A. Palma, Esq. as the Company's counsel for any and all legal matters.

Thereafter, the Board unanimously ratified a Stock Purchase Agreement to sell 50 shares to Kristel Arauz (Purchaser).

Thereafter, through the consent of and notice to all involved on the Board, a unanimous vote took place in favor of placing Michael A. Palma, Esq. as a Director for the Company, as well as Treasurer of the Company.

Thereafter, the Board unanimously ratified a Stock Purchase Agreement to sell the company's remaining 50 shares to Ms. Ana Lancheros (Purchaser). As such, 50 percent of the stock and ownership of Build-A-Block Children Therapy Solutions, Inc. is held/owned by Ms. Ana Lancheros; the other 50 percent is held/owned by Ms. Kristel Arauz. Therefore, Ms. Arauz and Ms. Lancheros are co-owners of the Company. With that, both Ms. Arauz and Ms. Lancheros shall each individually furnish an equal amount of [REDACTED] into the Company Bank Account. The Board unanimously agreed to place Ms. Lancheros on the Company's Board as Vice President and as a Director for the Company.

Additionally, Mr. Giancarlo Jacome was appointed as a Director and Secretary for the Company.

The Board decided to give its members a 4-month window to decide on how to re-organize any and all business activities (i.e. pay, benefits breakdown, uniform solutions, pay rate for its employees, etc), deciding to revisit this on or about the end of November 2018. Additionally, the Board ratified and approved amending the By Laws to reflect the changes made by the Company, mailing forth these changes to the Department of State along with this memo.

The Board also discussed what uniform design they would implement, taking into high consideration purchasing fabric specific with the company logo.

The Board would further look into whether it is prudent at the moment to hire a specific bookkeeper to organize, pay any and all taxes, advertisement, insurance, and make other financially impactful decisions.

The Meeting concluded at 11:30 pm on Monday, July 2, 2018.

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement ("Agreement") is entered into as of July 2, 2018 by and between Build-A-Block Children Therapy Solutions, Inc. ("Seller") and Ana Lancheros ("Purchaser"). Purchaser and Seller may collectively be referred to as the "Parties."

WHEREAS, Seller is the record owner and holder of shares of the capital stock of Build-A-Block Children Therapy Solutions, Inc. (the "Company"), a Florida Corporation; and

WHEREAS, the Parties desire to enter into this Agreement pursuant to which Purchaser will purchase from Seller shares of capital stock of the Company;

NOW, THEREFORE, in consideration for the promises set forth in this Agreement, the Parties agree as follows:

1. **PURCHASE AND SALE:** Subject to the terms and conditions set forth in this Agreement, Purchaser hereby agrees to purchase from Seller, and Seller hereby agrees to sell, transfer and convey to the Purchaser Fifty (50) shares of common stock of the Company (the "Stock").
2. **PURCHASE PRICE:** The purchase price for each share of Stock shall be [REDACTED] for an aggregate purchase price of [REDACTED] (the "Purchase Price"), to be paid to the Seller in cash at the closing.
3. **CLOSING:** The closing contemplated by this Agreement for the transfer of the Stock and the payment of the Purchase Prices shall take place at 8215 SW 72nd Avenue, Conference Room Second Floor, Miami, Florida 33143, on July 2, 2018 at 09:00pm (the "Closing").
4. **REPRESENTATIONS AND WARRANTIES OF SELLER:** Seller hereby warrants and represents that:
 - (a) **Restrictions on Stock.** The Seller is not a party to any agreements that create rights or obligations in the Stock relating to any third party including voting or stockholder agreements. The Seller is the lawful owner of the Stock, free and clear of any encumbrances, security interests or liens of any kind and has full power and authority to sell and transfer the Stock as contemplated in this Agreement.
 - (b) **Organization and Standing.** To the Seller's knowledge, the Company is duly organized, validly existing and in good standing under the laws of the State of Florida and has full power and authority to own and operate its property and assets and to carry on its business as presently conducted.
5. **SEVERABILITY:** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of

competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

6. **BINDING EFFECT:** The covenants and conditions contained in this Agreement shall apply to and bind the parties and the heirs, legal representatives, successors and permitted assigns of the Parties.
7. **BROKER'S FEES:** The Parties represent that there has been no act in connection with the transactions contemplated in this Agreement that would give rise to a valid claim against either party for a broker's fee, finder's fee or other similar payment.
8. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both the Seller and Purchaser.
9. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
10. **NOTICE:** Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service:
 - (a) **If to Purchaser:**
Ana Lancheros
8215 SW 72nd Avenue
Apartment 1914
Miami, Florida 33143
 - (b) **If to Seller:**
Build-A-Block Children Therapy Solutions, Inc.
8355 West Flagler Street
Suite 239
Miami, Florida 33144
11. **WAIVER:** The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

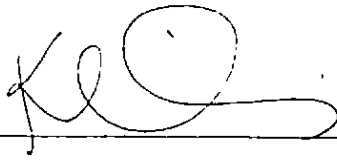
PURCHASER:



Ana Lancheros
(Name)

Vice-President
(Position)

SELLER:



Knstel Arauz
(Name)

On behalf of Build a-block
(Position)
Children Therapy Solutions, Inc.

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement ("Agreement") is entered into as of July 2, 2018, by and between Build-A-Block Children Therapy Solutions, Inc. ("Seller") and Kristel Arauz ("Purchaser"). Purchaser and Seller may collectively be referred to as the "Parties."

WHEREAS, Seller is the record owner and holder of shares of the capital stock of Build-A-Block Children Therapy Solutions, Inc. (the "Company"), a Florida Corporation; and

WHEREAS, the Parties desire to enter into this Agreement pursuant to which Purchaser will purchase from Seller shares of capital stock of the Company;

NOW, THEREFORE, in consideration for the promises set forth in this Agreement, the Parties agree as follows:

1. **PURCHASE AND SALE:** Subject to the terms and conditions set forth in this Agreement, Purchaser hereby agrees to purchase from Seller, and Seller hereby agrees to sell, transfer and convey to the Purchaser Fifty (50) shares of common stock of the Company (the "Stock").
2. **PURCHASE PRICE:** The purchase price for each share of Stock shall be [REDACTED] for an aggregate purchase price of [REDACTED] (the "Purchase Price"), to be paid to the Seller in cash at the closing.
3. **CLOSING:** The closing contemplated by this Agreement for the transfer of the Stock and the payment of the Purchase Prices shall take place at 8215 SW 72nd Avenue, Conference Room Second Floor, Miami, Florida 33143, on July 2, 2018 at 09:00pm (the "Closing").
4. **REPRESENTATIONS AND WARRANTIES OF SELLER:** Seller hereby warrants and represents that:
 - (a) **Restrictions on Stock.** The Seller is not a party to any agreements that create rights or obligations in the Stock relating to any third party including voting or stockholder agreements. The Seller is the lawful owner of the Stock, free and clear of any encumbrances, security interests or liens of any kind and has full power and authority to sell and transfer the Stock as contemplated in this Agreement.
 - (b) **Organization and Standing.** To the Seller's knowledge, the Company is duly organized, validly existing and in good standing under the laws of the State of Florida and has full power and authority to own and operate its property and assets and to carry on its business as presently conducted.
5. **SEVERABILITY:** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of

competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

6. **BINDING EFFECT:** The covenants and conditions contained in this Agreement shall apply to and bind the parties and the heirs, legal representatives, successors and permitted assigns of the Parties.
7. **BROKER'S FEES:** The Parties represent that there has been no act in connection with the transactions contemplated in this Agreement that would give rise to a valid claim against either party for a broker's fee, finder's fee or other similar payment.
8. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both the Seller and Purchaser.
9. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
10. **NOTICE:** Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service:

(a) If to Purchaser:

Kristel Arauz
11265 SW 88th Avenue
Apartment H-216
Miami, Florida 33176

(b) If to Seller:

Build-A-Block Children Therapy Solutions, Inc.
8355 West Flagler Street
Suite 239
Miami, Florida 33144

11. **WAIVER:** The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

PURCHASER:



Kristel Arauz
(Name)

President
(Position)

SELLER:



Kristel Arauz
(Name)

On behalf of Build-a-block
Children Therapy Solutions, Inc.
(Position)

July 1, 2018

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

July 1, 2018

Effective date if applicable: _____
(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.

2 July 2018

Dated _____

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)

Kristel Arauz

(Typed or printed name of person signing)

President

(Title of person signing)