

P16000054934

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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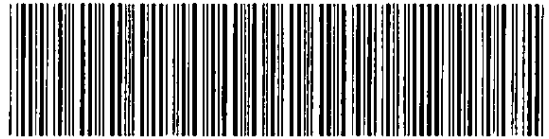
(Business Entity Name)

(Document Number)

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CLERK OF COURT
STATE OF FLORIDA

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: K&M Services of SW Florida Inc
DOCUMENT NUMBER: P16 000054934

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

Please return all correspondence concerning this matter to the following:

Mark Fisher
Name of Contact Person
K&M Services of SW Florida Inc
Firm/ Company
3640 Bal Harbor #534
Address
Punta Gorda FL 33950
City/ State and Zip Code
paunbrothers@gmail.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Mark Fisher at (215) 405-2708
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
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

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Articles of Amendment
to
Articles of Incorporation
of

K&M Services of SW Florida Inc
(Name of Corporation as currently filed with the Florida Dept. of State)

P16000054934

(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)

K&M Services of SW Florida Inc
3640 Bal Harbor Blvd #534
Punta Gorda FL 33950

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

K&M Services of SW Florida Inc
Punta Gorda FL

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

Mark Foster

3640 Bal Harbor Blvd #534

(Florida street address)

New Registered Office Address:

Punta Gorda

(City)

Florida

33950

(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.

Mark Foster

Signature of New Registered Agent, if changing

Check if applicable

☐ The amendment(s) is/are being filed pursuant to s. 607.0120 (11) (e), F.S.

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:

☒ Change PT John Doe
☒ Remove V Mike Jones
☒ Add SV Sally Smith

Type of Action (Check One)	Title	Name	Address
1) <input type="checkbox"/> Change <input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove	P	Kathy Ribik	660 Coronado Punta Gorda FL 33950
2) <input checked="" type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove	P	Mark Fisher	3640 Bal Harbor Blvd #534 Punta Gorda FL 33950
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			

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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)

See Attached

SECRET
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The date of each amendment(s) adoption: June 12, 2023, if other than the date this document was signed.

Effective date if applicable: June 12, 2023
(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 incorporators, or board of directors without shareholder action and shareholder action was not required.
- ☒ 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)"

Dated 7-14-23

Signature

Mark Fisher
(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)

Mark Fisher

(Typed or printed name of person signing)

President

(Title of person signing)

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TALLAHASSEE, FL

SHARE EXCHANGE AGREEMENT

THIS SHARE EXCHANGE AGREEMENT (this "**Agreement**") is dated as of June 12, 2023, and is made and entered into by and among Mark Fisher ("Fisher") and Kathy A. Ribik ("Ribik"), (each known as "Shareholder," or "Party" or collectively as "Shareholders," or "Parties") with respect to the following:

A. Ribik owns 1,000 shares of common stock of K&M Services of SW Florida, Inc., a Florida corporation (the "**K&M**").

B. Fisher owns 32 shares of common stock of Artistic Visions Lighting, Inc., a Florida corporation (the "**Artistic Visions**").

C. The Shareholders desire to exchange their shares of common stock in K&M and Artistic Visions, upon the terms and conditions set forth in this Agreement.

D. For United States federal income tax purposes, it is intended that the exchange qualify as an equal exchange.

Accordingly, for and in consideration of the premises, the mutual promises, covenants and agreements hereafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Shareholders, intending to be legally bound, do hereby agree as follows:

ARTICLE I **THE EXCHANGE**

Section 1.1 Exchange of Shares. On and subject to the terms and conditions of this Agreement, at Closing (i) Ribik will convey, transfer and assign to Fisher, free and clear of all liens, pledges, encumbrances, changes, restrictions or known claims of any kind, nature or description, and Fisher will accept from Ribik one thousand (1,000) currently issued and outstanding shares of common stock of K&M, (the "**K&M Shares**"), with a par value of \$.01, in the aggregate; and (ii) in exchange for the transfer of such securities by Ribik, Fisher will convey, transfer and assign to Ribik, free and clear of all liens, pledges, encumbrances, changes, restrictions or known claims of any kind, nature or description, and Ribik will accept from Fisher thirty-two (32) currently issued and outstanding shares of common stock of Artistic Visions, (the "**Artistic Visions Shares**"), with a par value of \$.01, in the aggregate (the "**Exchange**").

Section 1.2 Closing Date; Deliveries. The Closing shall occur on June 12, 2023, or such other date as the parties hereto may agree to (the "**Closing Date**"). On the Closing Date, the Shareholders shall deliver to each other a share certificate, or stock power in the event that a certificate is not available, representing the Shares issued in the name of the other.

ARTICLE II **REPRESENTATIONS**

Section 2.1 Authority and Capacity. Shareholders have all requisite power, authority and capacity to enter into this Agreement.

Section 2.2 Binding Agreement. This Agreement has been duly and validly executed and delivered by Shareholders and constitutes Shareholders' valid and binding agreement, enforceable against Shareholders in accordance with and subject to its terms.

Section 2.3 Title to Shares. Shareholders are the lawful, record and beneficial owner of all of the Shares, free and clear of any liens, claims, agreements, charges, security interests and encumbrances whatsoever. The sale, conveyance, assignment, and transfer of the Shares in accordance with the terms of this Agreement transfers to other Shareholder legal and valid title to the Shares, free and clear of all liens, security interests, hypothecations or pledges.

ARTICLE III **GENERAL PROVISIONS**

Section 3.1 Termination of Credit Card and Banking Authorization. Upon execution of this Agreement, Shareholders shall no longer be authorized to use credit cards, incur debt or access banking and other operational or financial information as Shareholders or authorized users or representatives in their former corporations. Shareholders shall immediately terminate or remove themselves from all credit card, banking, operational or financial authorizations as Shareholders, Directors, Officers or authorized users in their former Corporations. For the purposes of this Article III, the term "Corporations" shall mean K&M or Artistic Visions as the case may be.

Section 3.2 Resignation from Board of Directors and Officer Positions. Upon execution of this Agreement, Shareholders shall immediately resign from their positions as a Director or Officer in their former Corporations. Shareholders shall amend their respective corporate filings with the Florida Division of Corporations accordingly.

Section 3.3 Return of all Corporate Assets. Upon execution of this Agreement, Shareholders shall immediately collect and return all assets belonging to their former Corporations. Such assets shall include, but not be limited to, all tangible and intangible property, operational and financial corporate records, including all tax returns, passwords to all corporate software, programs, websites, e-mail accounts, banking and financial information.

Section 3.4 "S" Corporation Election. Shareholders agree to execute, file, or deliver such additional consents, agreements or other documents as may be necessary in connection with such tax election as a result of this Agreement; and (ii) Shareholders further agree to take any such action reasonably requested to be treated as an "S" Corporation.

Section 3.5 Releases and Waivers of Shareholders. Each Shareholder hereby releases

the other Shareholder from all obligations, liabilities and causes of action arising before, on or after the date of this Agreement, out of or in relation to any Shares transferred and received. Each Shareholder hereby generally, irrevocably, unconditionally and completely waives any and all rights to receive articles of incorporation, bylaws or other organizational documents or under any other agreement or instrument in connection with the Exchange. Each Shareholder hereby generally, irrevocably, unconditionally and completely waives any and all rights existing as of the date hereof to receive options, depository receipts, warrants, stock appreciation or similar rights to acquire or receive securities in the Shares transferred.

Section 3.6 Certain Tax Matters. It is the intent of the parties hereto that the Exchange qualify as an exchange described in Section 351 of the Code. Each of the parties shall use their respective reasonable best efforts to cause the Exchange to qualify as an exchange within the meaning of Section 351(a) of the Code, and will not take, or will not agree to take, any action that would prevent the Exchange from qualifying as such an exchange. Unless otherwise required pursuant to a "determination" within the meaning of Section 1313(a) of the Code, each of the parties shall report the Exchange for U.S. federal income tax purposes as an exchange within the meaning of Section 351(a) of the Code.

Section 3.7 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties relating to the subject matter hereof and supersedes any and all prior understandings, agreements, negotiations and discussions, both written and oral, between the parties hereto with respect to the subject matter hereof.

Section 3.8 Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with, and shall be governed by, the laws of the State of Florida without reference to, and regardless of, any applicable choice or conflicts of laws principles.

Section 3.9 Severability. If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way, and the parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.

Section 3.8 Counterparts. This Agreement may be executed in any number of counterparts and by the several parties hereto in separate counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement.

Section 3.10 Further Assurances. Each of the parties hereto shall from time to time at the request of any other party hereto, and without further consideration, execute and deliver to such other party such further instruments of assignment, transfer, conveyance and confirmation and take such other action as such other party may reasonably request in order to more effectively fulfill the purposes of this Agreement.

IN WITNESS WHEREOF, this Agreement has been signed by the parties hereto and is effective as of the date first above written.

[Signature Page Follows on Next Page]

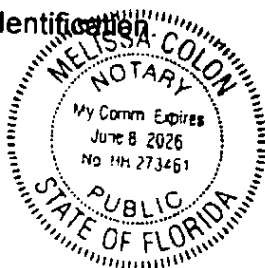
By: Kathy A. Ribik
Kathy A. Ribik

STATE OF FLORIDA

COUNTY OF: Charlotte

Before me, by means of ☐ physical presence or ☐ online notarization, this 12th day of June, ~~2020~~ ²⁰²³, appeared Kathy A. Ribik, and after being first duly sworn, deposes and says that she executed the foregoing Share Exchange Agreement and acknowledged that the statements contained herein are true and correct, and that she executed the same freely and voluntarily. She is ☒ personally known to me or ☐ has produced

[type of identification] as identification.



Melissa Colon
NOTARY PUBLIC
(Notary Seal)

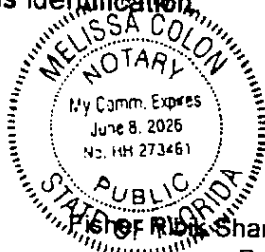
By: Mark Fisher
Mark Fisher

STATE OF FLORIDA

COUNTY OF: Charlotte

Before me, by means of ☒ physical presence or ☐ online notarization, this 12th day of June, ~~2020~~ ²⁰²³, appeared Mark Fisher, and after being first duly sworn, deposes and says that he executed the foregoing Share Exchange Agreement and acknowledged that the statements contained herein are true and correct, and that he executed the same freely and voluntarily. He is ☒ personally known to me or ☐ has produced

[type of identification] as identification.



Melissa Colon
NOTARY PUBLIC
(Notary Seal)

Fisher Ribik Share Exchange Agreement

STOCK POWER

FOR VALUE RECEIVED, the receipt, adequacy and sufficiency of which are hereby acknowledged, the undersigned does hereby sell, assign and transfer to Kathy A. Ribik, 32 shares of capital stock of Artistic Visions Lighting, Inc., a Florida corporation (the "Company"), standing in the name of the undersigned on the books of the Company. The undersigned does hereby irrevocably appoint the President and any Secretary of the Company as attorney, with full power of substitution, to transfer the said units on the books of the Company.

Dated June _12_, 2023




Mark Fisher

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TAMPA, FL

STOCK POWER

FOR VALUE RECEIVED, the receipt, adequacy and sufficiency of which are hereby acknowledged, the undersigned does hereby sell, assign and transfer to Mark Fisher, 1,000 shares of capital stock of K&M Services of SW Florida, Inc., a Florida corporation (the "Company"), standing in the name of the undersigned on the books of the Company. The undersigned does hereby irrevocably appoint the President and any Secretary of the Company as attorney, with full power of substitution, to transfer the said units on the books of the Company.

Dated June __12__, 2023


Kathy A. Ribik

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SECURITY DEPARTMENT
TALLAHASSEE, FL