

PH00006006

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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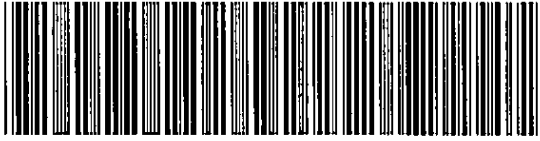
(Business Entity Name)

(Document Number)

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17 SEP 22 AM 11:48  
SECRETARY OF STATE  
FILING OFFICE DIVISION

*Amef*  
SEP 25 2017

COVER LETTER

TO: Amendment Section  
Division of Corporations

NAME OF CORPORATION: USA Vacations Inc

DOCUMENT NUMBER: P17000060066

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

Please return all correspondence concerning this matter to the following:

Kevin Skolnick  
Name of Contact Person

USA Vacations Inc  
Firm/ Company

1300 NW 17th Ave Suite 235  
Address

Delray Beach Fla 33445  
City/ State and Zip Code

Kevin Skolnick 07 2@gmail.com  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Kevin Skolnick at ( 954 ) 513 0857  
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

USA Vacations Inc

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

USA P17000060066

(Document Number of Corporation (if known))

FILED  
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SECRETARY OF STATE  
FLORIDA

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

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	<u>P</u>	<u>Deborah MOSS</u>	<u>8616 Lewis River Rd Delray Bch, Fla 33446</u>
2) <input type="checkbox"/> Change <input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove	<u>P</u>	<u>Kevin Skelnick</u>	<u>7770 NW 79 Ave E6 Tamarac, Fla 33321</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	_____	_____	_____

**E. If amending or adding additional Articles, enter change(s) here:**

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

Change In Ownership of the Business  
Sale completed on 9/11/17 additional documentation  
provided for sales agreement.

**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)*

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)

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 9/21/17 \_\_\_\_\_

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)

Kevin Skolnick  
\_\_\_\_\_  
(Typed or printed name of person signing)

President  
\_\_\_\_\_  
(Title of person signing)

## **Share Purchase Agreement for USA VACATIONS, INC.**

**This Share Purchase Agreement** (the "Agreement") made and entered into this 11th day of September, 2017 (the Execution Date")

### **Between:**

Deborah Moss at 8618 Lewis River Rd Delray Beach, FL. 33446  
(the "Seller")

and

Kevin Skolnick at 7770 NW 79th Ave Apt E-6 Tamarac, FL. 33321  
(the "Purchaser")

### **Background:**

- A. The Seller is the owner of record owning 100% of the Corporate Shares (the "Shares") of USA Vacations, INC. (the "Corporation") that the Seller wishes to sell.
- B. The Seller desires to sell 100% of the Shares to the Purchaser and the Purchaser desires to purchase 100% of the Shares from the Seller.
- C. After the Execution Date listed above Kevin Skolnick will own 100% of the Shares of the Corporation.

**IN CONSIDERATION** of the provisions contained in this Agreement and for other good and valuable considerations, the receipt and sufficiency of which consideration is acknowledged, the parties agree as follows.

### **1. Details**

**The following apply to the details of the purchase and sale:**

- A. The assets remain with the Corporation.
- B. The Corporation will retain its name and clientele.

- C. Records in the possession of the Seller including the Shares, corporate and financial records which are related to carrying on the activities of the Corporation, the leased property located at 1300 NW 17th Ave suite 235 Delray Beach, FL. 33445 and business agreements including the agreement with Schumer Management and Consulting LLC will remain with the Corporation.
- D. Accounts receivable and all other monies owed to the Seller due to operation of the Corporation will remain with the Corporation.

## 2. Sale

Subject to the terms and conditions of this Agreement, and in reliance of the representations, warranties and conditions set out in this Agreement, the Seller agrees to sell the Shares to the Purchaser and the Purchaser agrees to purchase the Shares from the Seller.

## 3. Purchase Price

The Seller and the Purchaser agree that the Purchase Price for all the Shares of USA Vacations, INC will be \$3500 (Three Thousand Five Hundred Dollars). *plus \$1667.00 prorated Rent REIMBURSEMENT*

## 4. Closing



- A. At the closing the Seller will deliver all the Shares to the Purchaser. The Seller will deliver to the Purchaser possession of the Shares, free and clear of any liens, charges, rights of third parties or any other encumbrances. The Seller will provide the Purchaser with duly executed forms and documents evidencing the transfer of the Shares, where required including but not limited to bills of sale, assignments, assurances and consents. The Seller will also co-operate with the Purchaser as needed in order to effect the required registration, recording and filing with public authorities of the transfer of ownership of the Shares to the Purchaser. At the closing the Seller will also deliver all items including the lease and business agreements that are listed above in 1C under Details.



- B. At the closing the Purchaser will deliver to the Seller a check in the amount of \$3500 ( Three Thousand Five Hundred Dollars).

## **5. Seller's Representations and Warranties**

The Seller represents and warrants to the Purchaser that:

- A. The Seller has full legal authority to enter into and exercise its obligations under this agreement.
- B. The Corporation is a corporation duly incorporated or continued, validly existing, and in good standing and has all requisite authority to carry on business as currently conducted.
- C. The Seller has all necessary corporate power, authority and capacity to enter into this Agreement and to carry out its obligations. The execution and delivery of this Agreement, and this transaction has been duly authorized by all necessary corporate action by the Seller.
- D. The Seller is the absolute beneficial owner of the Shares with good and marketable title, free and clear of any liens, charges, encumbrances or rights of others.
- E. To the best knowledge of the Seller there is no pending or anticipated claim against the assets or against the Sellers ownership or title in the assets or against the Sellers rights to dispose of the assets.
- F. No third party contract is outstanding that could result in claim against or affecting the Shares in whole or in part either now or in the future.
- G. The Corporation does not have any outstanding contracts, agreements, or commitments of any kind, written or oral, with any third party regarding the assets, except for the material contracts described in, and attached to this Agreement. The seller represents and warrants that no default or breach exists with regard to any presently outstanding material contract.

- H. Execution of this Agreement will not hinder or unfairly disadvantage any pre-existing creditor.
- I. There has been no act or omission by the Seller that would give rise to any valid claim relating to a brokerage commission, fiduciary fee, or other similar payment.
- J. The assets while owned by the Seller have been maintained at all times in accordance with standard industry practice. The Seller further warrants that all tangible assets are in good working order.
- K. The Corporation has filed all tax reports and returns required in the operation of the Corporation and has paid all taxes owed to all taxing authorities, including state employment taxes, income tax, foreign tax, where applicable, except amounts that are being properly contested by the Seller, the details of this contest having been provided to the Purchaser.
- L. This Agreement has been duly executed and delivered by the Seller and constitutes a legal and binding obligation of the Seller, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy and insolvency, by other laws affecting the rights of creditors generally, and by equitable remedies granted by a court of competent jurisdiction.
- M. There are no claims threatened or pending against the Corporation by any current or past employee relating to any matter arising from or relating to the employment of the employee.
- N. The Seller is a resident of the United States for the purpose of the Internal Revenue Code.
- O. The Corporation is operating in accordance with all applicable laws, rules and regulations of the jurisdictions in which it is carried on. In compliance of such laws, the Seller has duly licensed, registered or qualified the Corporation with the appropriate public authorities.

7. The representations and warranties given in this Agreement are the only representations and warranties. No other representation or warranty, either expressed or implied, has been given by the Seller to the Purchaser, including, without limitation, any representations or warranties regarding the merchantability of the assets or their fitness for a particular purpose.
8. The Seller warrants to the Purchaser that each of the representations and warranties made by it is accurate and not misleading at the Closing Date. The Seller acknowledges that the Purchaser is entering into this Agreement in reliance on each warranty and representation.
9. The Seller's representations and warranties will survive the Closing Date of this Agreement for a period of two years, after which time, if no claim has been made by the Purchaser against the Seller regarding the breach or inaccuracy of a representation or warranty, the Seller will have no further liability with regards to any representations or warranties given in this Agreement.

#### **10. Purchaser's Representations and Warranties**

The Purchaser represents and warrants to the Seller the following:

- A. The Purchaser has full legal authority to enter into and exercise its obligations under this Agreement.
- B. The Purchaser has the required funds readily available to deliver \$3500 to the Seller at the Closing.
- C. The Purchaser has not committed any act or omission that would give rise to any valid claim relating to a brokerage commission, finders fee or other similar payment.
- D. This Agreement has been duly executed by the Purchaser and constitutes a legal and binding obligation of the Purchaser, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy and insolvency, by other laws affecting the rights of creditors generally, and by equitable remedies granted by a court of competent jurisdiction.

- E. The Purchaser has no knowledge that any representation or warranty given by the Seller in this Agreement is inaccurate or false.
- F. The Purchaser is a resident of the United States for the purpose of the Internal Revenue Code.
- 11. The representations and warranties given in this Agreement are the only representations and warranties. The Purchaser has given no other representation or warranty, either expressed or implied, to the Seller.
- 12. The Purchaser warrants to the Seller that each of the representations and warranties made by it is accurate and not misleading at the date of Closing. The Purchaser acknowledges that the Seller is entering into this Agreement in reliance on each warranty and representation.
- 13. The Purchaser's representations and warranties will survive Closing for a period of two years, after which time, if no claim has been made by the Seller against the Purchaser regarding the breach or inaccuracy of a representation or warranty, the Purchaser will have no further liability with regard to any of the representations or warranties given in this Agreement.

**14. Conditions Precedent to be Performed by the Purchaser**

The obligation of the Seller to complete the sale of the Shares under this Agreement is subject to the satisfaction of the following conditions precedent by the Purchaser, on or before the Closing Date, each of which is acknowledged to be for the exclusive benefit of the Seller and may be waived by the Seller entirely or in part:

- A. All of the representations and warranties made by the Purchaser in this Agreement will be true and accurate in all material respects on the Closing Date.
- B. The Purchaser will obtain or complete all forms, documents, consents, approvals, registrations, declarations, orders, and authorizations from any person or any governmental or public body, required of the Purchaser in connection with the execution of this Agreement.

## **15. Conditions Precedent to be Performed by the Seller**

The obligation of the Purchaser to complete the purchase of the Shares under this Agreement is subject to the satisfaction of the following conditions precedent by the Seller, on or before the Closing Date, each of which is acknowledged to be for the exclusive benefit of the Purchaser and may be waived by the Purchaser entirely or in part:

- A. All of the representations and warranties made by the Seller in this Agreement will be true and accurate in all material respects on the Closing Date:
- B. The Seller will obtain and complete any and all forms, documents, consents, approvals, registrations, declarations, orders and authorizations from any person or government or public body that are required of the the Seller for the proper execution of this Agreement and transfer of the Shares to the Purchaser.
- C. No Substantial damage to or alteration of the assets that would adversely affect their value will occur between the date this Agreement is signed and the Closing Date.
- D. The Seller will assign all leases to the Purchaser as well as providing proof via cashed checks, bank wires or other means that there are no arrears of rent in any lease up to and including the Closing Date. Any breaches under such leases that occurred up to and including the Closing Date of this Agreement will be the sole responsibility of the Seller.
- E. The Seller will execute and deliver bills of sale for the Shares in favor of the Purchaser.
- F. Immediately following the Closing, the Seller will discontinue use of the name USA Vacations INC.

**16.** If either party fails to satisfy any condition precedent as set out in this Agreement on or before the Closing Date and the opposite party does not

waive that condition precedent, then this Agreement will be null and void and there will be no further liability as between the parties.

#### **17. Indemnification**

A. The Seller will indemnify and save harmless the Purchaser, its officers, directors, employees, agents and shareholders from and against all costs, expenses, losses, claims, and liabilities, including reasonable legal fees and disbursements, or demands for income, sales, excise or any other taxes, suffered or incurred by the Purchaser or any of the above mentioned persons arising out of the ownership or operation of the Corporation prior to the Closing Date. Including all State and Federal Taxes and all State and Federal Laws.

18. This agreement should not be construed as an assignment of any third party contract from the Seller to the Purchaser if the assignment would be a breach of third party contract.

#### **19. Seveability**

A. The parties acknowledge that this Agreement is reasonable, valid and enforceable; however, if any part of this Agreement is held by a court of competent jurisdiction to be invalid, it is the intent of the Seller and Purchaser that such provisions be reduced in scope only to the extent deemed necessary to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected or invalid as a result.

B. Where any provision in this Agreement is found to be unenforceable, the Purchaser and the Seller will then make reasonable efforts to replace the invalid or unenforceable provision with a valid and enforceable substitute provision, the effect of which is as close as possible to the intended effect of the original invalid or unenforceable provision.

#### **20. Governing Law**

This agreement will be governed and construed in accordance with the laws of the State of Florida.

#### **21. Jurisdiction**

The courts of the State of Florida are to have jurisdiction to settle any dispute arising out of or in connection with this Agreement.

## **22. General Provisions**

- A. This Agreement contains all terms and conditions agreed to by the Parties. Statements or representations which may have been made by any Party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value to either Party. Only the written terms of this Agreement will bind the Parties.
- B. This Agreement may only be amended or modified by a written instrument executed by the Seller and Purchaser.
- C. A waiver by one Party of any right or benefit provided in this Agreement does not infer or permit a further waiver of that right or benefit, nor does it infer or permit a waiver of any other right or benefit provided in this Agreement.
- D. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.
- E. All of the rights, remedies and benefits provided in this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law or equity.
- F. This Agreement may be executed in counterparts.
- G. Headings are inserted for the convenience of the Seller and Purchaser only and are not to be considered when interpreting this Agreement.
- H. Both the Seller and Purchaser had an opportunity to negotiate and jointly participate in drafting this Agreement: accordingly, no presumption shall be made against either party as the drafter of this Agreement.

## **23. Notices**

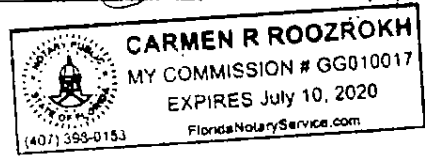
Any notices or deliveries required in the performance of this Agreement will be deemed completed when hand-delivered, delivered by agent, or after being sent by mail, postage prepaid, addressed to the Seller or Purchaser at the addresses contained in this Agreement next to Seller and Purchasers names listed above or as the Seller and Purchaser may later designate in writing.

**IN WITNESS WHEREOF** the Seller and Purchaser have duly affixed their signatures under hand and seal of this 7<sup>th</sup> day of September 2017.

Signed, in the presence of:

Witness [Signature] Seller [Signature]  
Deborah Moss

Witness Printed Name DEBORAH MOSS



Witness [Signature] Purchaser [Signature]  
Kevin Skolnick

Witness Printed Name JAMES SCHWARTZ