

P18000011811

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

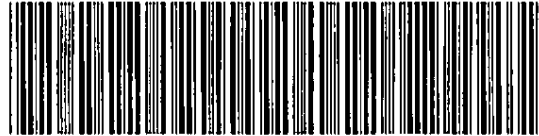
(Business Entity Name)

(Document Number)

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R. WHITE
MAR 14 2019

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2019 MAR -6 PM 4:10
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COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Taylor Payments Corp
DOCUMENT NUMBER: P18888811811

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

Please return all correspondence concerning this matter to the following:

Aaron Bower
Name of Contact Person
Taylor Payments Corp
Firm/ Company
2822 54th Ave. S. #327
Address
St Petersburg, FL 33712
City/ State and Zip Code
info@taylorpayments.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Lisa Taylor at (727) 906-2367
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 checked="" 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 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

FILED

2019 MAR -6 PM 4:10

TAYLOR PAYMENTS CORP

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

P18000011811

(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

Aaron Bourn

2822 54th Ave S,

(Florida street address)

New Registered Office Address:

St. Petersburg

(City)

Florida

33712

(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	P	Lisa L. BURN TAYLOR	1101 54 th Ave S. St. Petersburg, FL 33705
2) <input type="checkbox"/> Change <input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove	P	Aaron BURN	2822 54 th Ave S. # 327 St. Petersburg, FL 33712
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)

Share purchase agreement signed
2-28-19 - Purchased by new
President Aaron Bowen.

The date of each amendment(s) adoption: 2-28-19, if other than the date this document was signed.

Effective date if applicable: 2-28-19
(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 2-28-19

Signature Lisa L. Taylor / Aaron Bourn

(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)

Lisa L. Taylor / Aaron Bourn
(Typed or printed name of person signing)

Old President / New President
(Title of person signing)

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT (the "Agreement") made and entered into this 28th day of February, 2019 (the "Execution Date"),

BETWEEN:

LISA LORRAINE BOURN TAYLOR, 1101 54TH AVE S, ST PETERSBURG, FL 33705
(the "Seller")

OF THE FIRST PART

and

AARON DEAN TAYLOR BOURN, 1101 54TH AVE S, ST PETERSBURG, FL 33705
(the "Purchaser")

OF THE SECOND PART

BACKGROUND:

- A. The Seller is the owner of record of 100 COMMON SHARES WITH A PAR VALUE OF \$1.00 EACH (the "shares") of TAYLOR PAYMENTS CORP (the "Corporation").
- B. The Seller desires to sell the Shares to the Purchaser and the Purchaser desires to purchase the Shares from the Seller.

IN CONSIDERATION OF and as a condition of the parties entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the parties to this agreement agree as follows:

Purchase and Sale

- 1. All monetary amounts referred to in this Agreement are in USD (US DOLLARS).
- 2. The Seller agrees to sell the Purchaser agrees to purchase all the rights, title, interest, and property of the Seller in the Shares for an aggregate purchase price of \$100.00 (the "Purchase Price").
- 3. A fixed sum of \$100.00 will be payable on closing of this Agreement.

Representations and Warranties of the Seller

- 4. The Seller warrants and represents to the Purchaser as follows:
 - a. The Purchaser is prevented and restricted from re-selling the share in the future, except back to the Seller.

- b. The Seller is the owner free in clear title of the Shares and the Shares are free of any lien, encumbrance, security interests, charges etc.

Miscellaneous

- a. Time is of the essence in this Agreement
b. This Agreement will not be assigned either in whole or in part by any party to this Agreement without the written consent of the other party.
c. This Agreement contains the entire agreement between both parties.
d. The Purchaser will appoint the Seller to manage the day-to-day operations of the company, including giving the authority to make any and all decisions to the Seller.

IN WITNESS WHEREOF the Seller and the Purchaser have duly affixed their signatures under hand and seal on this 28th day of February, 2019.

SIGNED, SEALED AND DELIVERED

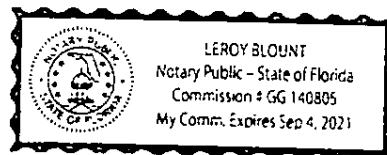
In the presence of:

Witness: WICKI FRANK (Sign)

Witness Name: Wicki Frank

LISA LORRAINE BOURN TAYLOR (SELLER)

Per: [Signature] (SEAL)



SIGNED, SEALED AND DELIVERED

In the presence of:

Witness: WICKI FRANK (Sign)

Witness Name: Wicki Frank

AARON DEAN TAYLOR BOURN (PURCHASER)

Per: [Signature] (SEAL)

