

P95000260403

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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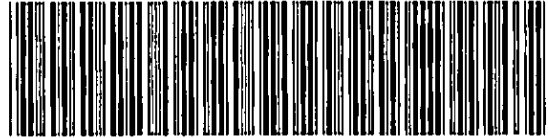
(Business Entity Name)

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TALLAHASSEE, FLORIDA

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DEC 13 2018  
S. YOUNG

**COVER LETTER**

TO: Amendment Section  
Division of Corporations

NAME OF CORPORATION: ED CAREY DESIGN INC  
DOCUMENT NUMBER: 795000060403

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

Please return all correspondence concerning this matter to the following:

MARIA A BONOMO  
Name of Contact Person  
ED CAREY DESIGN INC  
Firm/ Company  
2600 HIGH RIDGE ROAD  
Address  
BOYNTON BEACH FL 33426  
City/ State and Zip Code  
mbonomo@careydesigngroup.com  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

MARIA BONOMO at ( 407 ) 415-2047  
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 &<br>Certificate of Status | <input type="checkbox"/> \$43.75 Filing Fee &<br>Certified Copy<br>(Additional copy is<br>enclosed) | <input checked="" type="checkbox"/> \$52.50 Filing Fee<br>Certificate of Status<br>Certified Copy<br>(Additional Copy<br>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

ED CAREY DESIGN INC

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

P95000060403

(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

(Florida street address)

New Registered Office Address:

(City)

N/A

Florida

(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

N/A

Page 2 of 4



The date of each amendment(s) adoption: 12/04/18, 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 12/7/18

Signature Maria A Bonomo  
(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)

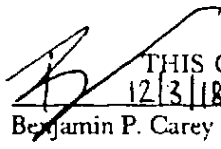
MARIA A BONOMO

(Typed or printed name of person signing)

PRESIDENT

(Title of person signing)

## **COMMON STOCK REPURCHASE AGREEMENT**

 THIS COMMON STOCK REPURCHASE AGREEMENT (the "Agreement") is entered into as of 12/3/18 by and between Ed Carey Design, Inc., a Florida corporation (the "Company"), and Benjamin P. Carey (the "Stockholder").

### **RECITALS**

WHEREAS, the Stockholder is the holder of 1,250 shares of the Company's common stock (the "Common Stock"); and

WHEREAS, the Stockholder desires to sell, and the Company desires to repurchase, the 1,250 shares of Common Stock (the "Shares") on the terms and subject to the conditions set forth in this Agreement (the "Repurchase").

NOW, THEREFORE, in consideration of the promises, covenants and agreements herein contained, the parties agree as follows:

### **AGREEMENT**

#### **SECTION 1. REPURCHASE OF SHARES.**

**1.1 Repurchase.** At the Closing, the Company hereby agrees to repurchase from the Stockholder, and the Stockholder hereby agrees to sell, assign and transfer to the Company, all of the Stockholder's right, title and interest in and to the Shares for a repurchase price of \$10.00 (the "Repurchase Amount"). Upon the execution of this Agreement, the Stockholder shall execute an Assignment Separate from Certificate, in the form attached hereto as Exhibit A (the "Stock Assignment"), and at the Closing shall deliver the Stock Assignment and the stock certificate representing the Shares (or an affidavit of lost certificate in lieu of the stock certificate representing the Shares).

**1.2 Termination of Rights as the Stockholder.** Upon payment of the Repurchase Amount, the Shares shall cease to be outstanding for any and all purposes, and the Stockholder shall no longer have any rights as a holder of the Shares, including any rights that the Stockholder may have had under the Company's Certificate of Incorporation or otherwise.

**1.3 Withholding Rights.** The Company shall be entitled to deduct and withhold from the Repurchase Amount such amounts as it may be required to deduct and withhold with respect to the making of such payment under the U.S. Internal Revenue Code of 1986, as amended, or any provision of foreign, state or local tax law. To the extent that amounts are so withheld by the Company, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Stockholder.

#### **SECTION 2. REPRESENTATIONS AND WARRANTIES.**

In connection with the transactions provided for hereby, the Stockholder represents and warrants to the Company as follows:

**2.1 Ownership of Shares.** The Stockholder has good and marketable right, title and interest (legal and beneficial) in and to all of the Shares, free and clear of all liens, pledges, security interests, charges, claims, equity or encumbrances of any kind. Upon paying for the Shares in accordance with this Agreement, the Company will acquire good and marketable title to the Shares, free and clear of all liens, pledges, security interests, charges, claims, equity or encumbrances of any kind.

**2.2 Authorization.** The Stockholder has all necessary power and authority to execute, deliver and perform the Stockholder's obligations under this Agreement and all agreements, instruments and documents contemplated hereby and to sell and deliver the Shares being sold hereunder, and this Agreement constitutes a valid and binding obligation of the Stockholder.

**2.3 No Conflict.** The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not result in a breach by the Stockholder of, or constitute a default by the Stockholder under, any agreement, instrument, decree, judgment or order to which the Stockholder is a party or by which the Stockholder may be bound.

**2.4 No Future Participation.** The Stockholder acknowledges that the Stockholder will have no future participation in any Company gains, losses, profits or distributions with respect to the Shares. If the Shares increase in value by any means, or if the Company's equity becomes freely tradable and increases in value, the Stockholder acknowledges that the Stockholder is voluntarily forfeiting any opportunity to share in any resulting increase in value from the Shares.

### **SECTION 3. SUCCESSORS AND ASSIGNS.**

Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties (including transferees of any Shares). Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

### **SECTION 4. GOVERNING LAW.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

### **SECTION 5. ENTIRE AGREEMENT.**

This Agreement contains the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof, except as expressly referred to herein.

### **SECTION 6. AMENDMENTS AND WAIVERS.**

Any term of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Stockholder and the Company.

### **SECTION 7. FURTHER ACTION.**

Each party hereto agrees to execute any additional documents and to take any further action as may be necessary or desirable in order to implement the transactions contemplated by this Agreement.

### **SECTION 8. SEVERABILITY.**

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

### **SECTION 9. COUNTERPARTS.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



IN WITNESS WHEREOF, each of the parties has executed this Stock Repurchase Agreement as of the day and year first above written.

**COMPANY:**

Ed Carey Design, Inc.

By

Name:

Title:

**STOCKHOLDER:**

Benjamin P. Carey


**Exhibit A**

**ASSIGNMENT SEPARATE FROM CERTIFICATE**

FOR VALUE RECEIVED, the Stockholder hereby sells, assigns and transfers unto Ed Carey Design, Inc. (the "**Company**") 1,250 shares of the Company's common stock standing in the Stockholder's name on the books of the Company.

Dated: 12-3-18

**STOCKHOLDER**



\_\_\_\_\_