

P960000 44081

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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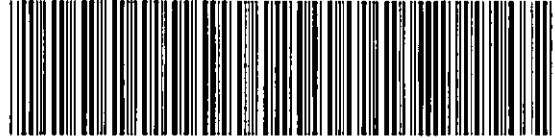
(Business Entity Name)

(Document Number)

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SECRETARY OF STATE
TALLAHASSEE, FL

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: CMA Outreach, Inc.

DOCUMENT NUMBER: P96000044081

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

Please return all correspondence concerning this matter to the following:

Kris Cella

Name of Contact Person

CMA Outreach, Inc. (formerly known as Cella Molnar & Associates, Inc.)

Firm/ Company

3860 Colonial Boulevard, Suite 201

Address

Fort Myers, FL 33966

City/ State and Zip Code

cusher@cella.cc

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

For further information concerning this matter, please call:

Kris Cella

at (239) 337-1071

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

SECRETARY OF STATE
TALLAHASSEE, FL

2014 DEC -5 PM 4:48

FILED

Articles of Amendment
to
Articles of Incorporation
of

CMA Outreach, Inc. (formerly known as Cella Molnar & Associates, Inc.)

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

P96000044081

(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)

3860 Colonial Blvd., Suite

Fort Myers, FL 33966

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

3860 Colonial Blvd., Suite

Fort Myers, FL 33966

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)

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

Check if applicable

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

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TALLAHASSEE, FL

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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:

X Change PT John Doe

X Remove V Mike Jones

X Add SV Sally Smith

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
2) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
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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 2024 DEC -5 PM 4:19
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 TALLAHASSEE, FL

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

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

Article I: Stock Issuance to Kris Cella.

Twenty (20) shares of stock were issued to Kris Cella on March 12, 2024. (Assignment of Stock Interest Agreement attached

Kris Cella owns One Hundred (100) shares of stock.

Article II: Address Change

The address of CMA Outreach, Inc. (formerly known as Cella Molnar & Associates, Inc.) will change effective May 1, 2024

From: 1631 Hendry Street, Fort Myers, FL 33901

To: 3860 Colonial Blvd., Suite 201, Fort Myers, FL 33966

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)

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202 DEC -5 PM 4:47
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TALLAHASSEE, FL

April 1, 2024

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.

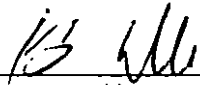
Adoption of Amendment(s) (CHECK ONE)

- ☒ The amendment(s) was/were adopted by the 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)

04/01/2024
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)

Kris Cella

(Typed or printed name of person signing)

CEO

(Title of person signing)

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2024 DEC -5 PM 4:48
SECRETARY OF STATE
TALLAHASSEE, FL

CELLA MOLNAR & ASSOCIATES, INC.
A Florida Corporation

ASSIGNMENT OF STOCK INTERESTS AGREEMENT

THIS ASSIGNMENT OF STOCK INTERESTS AGREEMENT (the "Agreement") is made and entered into effective as of March 12, 2024 (the "Effective Date"), by and among: (i) Kaye Becker Molnar (the "Seller"); (ii) Kris Cella (the "Buyer"); and (iii) Cella Molnar & Associates, Inc., a Florida corporation (the "Company").

1. **Assignment.** Seller hereby assigns, transfers, conveys and delivers to the Buyer all of Seller's shares of common stock (the "Stock Interests") of the Company, representing twenty percent (20%) of the outstanding Stock Interests of the Company and all of Seller's Stock Interests in the Company, pursuant to the terms of this Agreement.

2. **Consideration.** In consideration and exchange for the transfer of the Stock Interests, Buyer agrees:

2.1. **Vehicle Transfer.**

2.2. **Sale of Premises.**

2.2.1. Whenever the Premises is sold

3. **Closing.**

3.1. **Closing Date.** Subject to the terms and conditions of this Agreement, the Closing of the transaction contemplated by this Agreement will take place _____, 2024 (the "Closing Date") after all conditions precedent to the Closing have been satisfied, at the offices of the Company's counsel with the Closing to be effective as of the Closing Date, or at such other place, time and date as the parties may agree.

3.2. **Closing Deliveries.** At the Closing:

3.2.1. **Seller's Deliveries.** Seller shall deliver to the Buyer:

3.2.1.1. Assignment of Stock Interests and certificates evidencing the Stock Interests, free and clear of all Encumbrances, endorsed to the Buyer;

3.2.1.2. Evidence of Seller's refinancing or paying off the Blue Jeep and confirmation of release of the Company by the lienholder; and

3.2.1.3. All other agreements, documents, instruments or certificates required to be delivered by Seller at or prior to the Closing.

3.2.2. **Buyer's Deliveries.** The Buyer shall deliver to Seller:

3.2.2.1. The Transfer of the Vehicles;

3.2.2.2. Amendment to the Articles of Incorporation to remove the word "Molnar" from the Company's name and refrain from using the "Molnar" name for any business purposes; and

3.2.2.3. All other agreements, documents, instruments or certificates required to be delivered by Buyer at or prior to the Closing.

4. **Seller's Representations and Warranties.** The Seller hereby represents and warrants to Buyer that:

4.1. This Agreement has been duly executed and delivered by the Seller and constitutes the valid and legally binding obligation of the Seller, enforceable against the Seller in accordance with its terms.

4.2. Seller warrants and represents that she is the sole owner of and has good marketable title to all of the Stock Interests free and clear of any liens or encumbrances; that no other person or entity has any interest in or claim to any of the Stock Interests; and that the Stock Interests are duly issued, fully paid and non-assessable.

5. **Buyer's Representations and Warranties.** Buyer hereby represents and warrants to the Company that:

5.1. The Buyer is acquiring the Stock Interests for investment for the Buyer's own account only and not with a view to reselling the same. The Buyer does not intend to divide the Stock Interests with others or to resell or otherwise dispose of all or any part of the Stock Interests.

5.2. The execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered by Buyer and constitutes the valid and legally binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

6. **Vehicle Indemnification.** Seller and its agents, representatives, successors, and assigns (collectively, the "Seller Indemnifying Parties"), severally and jointly, shall indemnify Buyer and Company ("Buyer Indemnified Parties"), and hold each of them harmless from and against, any and all claim, liability, loss, damage, injury settlement, award, fine, penalty and reasonable costs, fees or expenses, including reasonable attorney, consultant and expert fees and expenses, interest, penalties and all amounts paid in investigation, defense or settlement of any of the foregoing and claims relating to any of the foregoing (collectively, the "Losses"), incurred by Buyer Indemnified Party as a result of, or arising out of, or relating to the Vehicles.

7. **Mutual Releases.**

7.1. **Release by Seller.** As of the Closing Date, the Seller hereby remises, releases, acquits, satisfies and forever discharges the Company, its officers, directors, the Buyer, managers, members, employees, agents, servants and representatives of entities, and the personal representatives and heirs of individuals, as well as the successors and assigns of all of them

(collectively, the "Released Parties"), of and from any and all Claims against the Released Parties, or any of them, the Seller ever had, now has, or the Seller hereafter can, shall or may have, for, upon or by reason of any Claims arising out of or relating to the Company, or the operations or management of the Company, but expressly excluding any Claims arising out of or relating to this Agreement.

7.2. Release by Company and the Buyer. As of the Closing Date, the Buyer, the Company and their affiliates hereby remise, release, acquit, satisfy and forever discharge the Seller, her agents, servants, personal representatives and heirs, as well as the successors and assigns of all of them (collectively, the "Released Parties") of and from any and all Claims against the Seller, which the Buyer or the Company ever had, now have, or which the Company or the Buyer hereafter can, shall or may have, for, upon or by reason of any Claims arising out of or relating to the Company, or the operations or management of the Company, but expressly excluding any Claims arising out of or relating to this Agreement.

As used herein, the term "Claims" means any and all manner of action and actions, cause and causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, guarantees, warranties (whether based on statute, common law or otherwise), third party claims, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, whether arising in tort, by contract, by virtue of statute, or otherwise, and whether in law or in equity, regardless of whether the same are known or unknown, suspected or unsuspected, patent or latent, or have yet accrued or not accrued as of the date of execution hereof.

8. Notices. All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to be duly given upon the delivery or mailing thereof, as the case may be, if delivered personally or sent by registered mail, or certified mail, return receipt requested, postage prepaid, addressed to the party to whom such notice is to be given at the address set forth under such party's signature to this Agreement (or such other address as shall have been specified in a previous notice similarly given).

9. Counterparts. This Agreement may be executed in multiple counterparts (including by means of fax or PDF signature pages), all of which taken together shall constitute one and the same instrument.

10. Agreement Drafted by Counsel for the Buyer. The parties acknowledge that Green Schoenfeld & Kyle, LLP ("GSK") has prepared this Agreement on behalf of and in the course of its representation of the Buyer and that: (a) the Seller and the Company have been advised that a conflict may exist between their interests and those of the Seller, the Company, the Managers, the other Members; (b) they have been advised by GSK to seek the advice of independent counsel; and (c) they have had the opportunity to seek the advice of independent counsel.

11. Governing Law, Jurisdiction, and Venue. This Agreement shall be deemed to be made and entered into in the State of Florida, and shall, in all respects be interpreted, enforced and governed under the laws of Florida. The sole and exclusive venue and forum for any litigation arising under or related to this Agreement, or any litigation arising under or related to any of the documents or claims which are subject matters of this settlement shall be the State Courts of

Florida located in Lee County, and the Parties hereby expressly waive and release any rights they may otherwise possess to file or move any such litigation to any other Court in the State of Florida, or to any Court in any other State, or to remove such litigation to Federal Court.

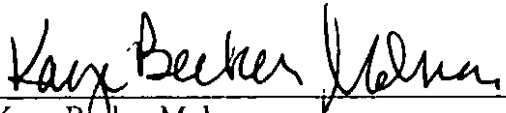
12. Litigation - Costs and Expenses. In the event of any litigation between any of the parties arising from or relating to the enforcement or interpretation of this Agreement, including any claim or litigation which is brought for any matter or reason which is released by this Agreement, the prevailing party is entitled to recover all costs and expenses, which shall include attorney's fees incurred at all proceedings, including, without limitation, before trial, at trial and all appellate levels, against the non-prevailing party. In any such award of costs and expenses, the prevailing party shall also be entitled to recover all of its attorney's fees and costs incurred in litigating entitlement to attorney's fees and costs, as well as those incurred in determining or quantifying the amount of recoverable attorney's fees and costs ("fees on fees") from the non-prevailing party. Recoverable costs shall include all costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, arbitrator and mediator fees, regardless of whether such costs are otherwise deemed taxable under applicable law.

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THE NEXT PAGE IS THE SIGNATURE PAGE.

[SIGNATURE PAGE TO ASSIGNMENT OF STOCK INTERESTS AGREEMENT]

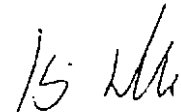
IN WITNESS WHEREOF, the parties have entered into this Agreement with the intent to be legally bound.

Seller:



Kaye Becker Molnar
Address: 6888 Hartland Street
Fort Myers, Florida 33966

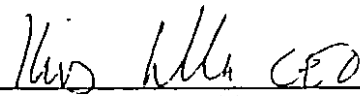
Buyer:



Kris Cella
Address: 1424 San Roberto Circle
Fort Myers, Florida 33901

Company:

Cella Molnar & Associates, Inc., a Florida corporation

By:  CEO

Kris Cella, President
Address: 1631 Hendry Street
Fort Myers, Florida 33901

For value received, Kaye Becker Molnar hereby sells, assigns and transfers to Cella & Associates, Inc.

20 Shares represented by the within Certificate, and does hereby irrevocably constitute and appoint Kris Anne Cella Attorney to transfer the said shares on the books of the within-named Corporation with full power of substitution in the premises.

Dated: 3/19/24

In presence of Adalizio Velez

Kaye Becker Molnar

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this certificate in every particular without alteration or enlargement, or any change whatever.