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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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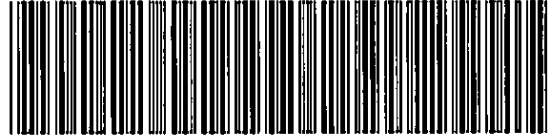
(Business Entity Name)

(Document Number)

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COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Budget Appliance Inc.

DOCUMENT NUMBER: P97000000678

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

Please return all correspondence concerning this matter to the following:

Michael Vermette
Name of Contact Person
Budget Appliance Inc.
Firm/ Company
710 Moore Circle
Address
Panama City, FL 32401
City/ State and Zip Code
spcmike9@yahoo.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Michael Vermette at (850) 896-4845
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
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

Budget Appliance, Inc.

P97000000678

Pursuant to the provisions of section 607.1006, Florida Statutes, this **Florida Profit Corporation** adopts the following amendment(s) to its Articles of Incorporation:

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."

_____ 5

PH

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

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

1) _____ Change	_____	_____	_____
_____ Add			_____
_____ Remove			_____
2) _____ Change	_____	_____	_____
_____ Add			_____
_____ Remove			_____
3) _____ Change	_____	_____	_____
_____ Add			_____
_____ Remove			_____
4) _____ Change	_____	_____	_____
_____ Add			_____
_____ Remove			_____
5) _____ Change	_____	_____	_____
_____ Add			_____
_____ Remove			_____
6) _____ Change	_____	_____	_____
_____ Add			_____
_____ Remove			_____

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

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

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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)

Cancellation of original 100 shares of common stock issued by Douglas C. Jorgensen prior Secretary of Corporation.

See Attached Indemnification Agreement-Lost Stock Certificate

The date of each amendment(s) adoption: June 1, 2017, if other than the date this document was signed.

Effective date if applicable: June 1, 2017
(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.

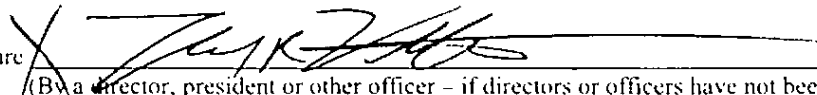
Adoption of Amendment(s) (CHECK ONE)

- ☐ 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 January 29, 2020

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)

Michael Vermette

(Typed or printed name of person signing)

President

(Title of person signing)

Indemnification Agreement- Lost Stock Certificate

THIS AGREEMENT by and between Budget Appliance, Inc., a Florida corporation, and Douglas C. Jorgensen, hereinafter jointly and severally referred to as the "Indemnitor", and Michael Vermette, hereinafter referred to as the "Indemnatee":

RECTALS

A. That the following described shares of stock of Budget Appliance, Inc., hereinafter referred to as the "Corporation" and also as "Indemnitor jointly with Douglas C. Jorgensen" issued to Douglas C. Jorgensen has been lost or misplaced by him and cannot be located:

100 shares of Common Stock

B. That Douglas C. Jorgensen has executed and delivered to the Indemnatee a Lost Stock Certificate Affidavit for each of the foregoing stock shares executed by him individually as well as by Douglas C. Jorgensen as Secretary of the Corporation, copies of which are attached hereto as Exhibit "A" and incorporated herein by reference.

C. That the parties hereto desire to have the Indemnatee indemnified against all loss, damages or claims which might be sustained by Indemnatee by reason of such lost stock certificates above described.

NOW, THEREFORE, in consideration of the premises and other good and lawful considerations the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. That the Indemnitor and each of them hereby indemnify and save harmless the Indemnatee of and from any and all liability, loss, damages, costs, claims, excesses and attorneys fees and costs, and attorneys fees and costs upon any appeal, which Indemnatee may suffer or incur by reason of the lost stock certificates above described.
2. That in the event any legal action is taken as a result of such lost stock certificates against any individual or entity, the Indemnitor and each of them agree to cooperate with Indemnatee and his counsel in connection therewith and each agrees to execute any and all documents or instruments that may be necessary in connection therewith.
3. That this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, assigns, heirs or legal representatives.

1 IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day of June, 2017.

Signed and Sealed in the Presence of:

Brian D. Hansen

Lisa M. Carstens

As to Indemnitors

By: D. Jorgensen
Douglas C. Jorgensen, President

D. Jorgensen
Douglas C. Jorgensen, Individually

Brian D. Hansen

Lisa M. Carstens

As to Indemnitee

Michael Vermette
Michael Vermette, Indemnitee

Affidavit of Lost Stock Certificate

STATE OF FLORIDA
COUNTY OF BAY

Douglas C. Jorgensen, being duly sworn, deposes, and says:

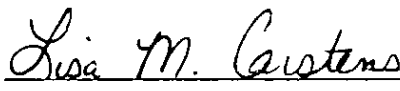
1. That he is the owner of 100 shares of common stock of Budget Appliance, Inc., a Florida corporation, which stock is represented on the books of the corporation as stock certificate no. 1.
2. That he lost said stock certificate no. 1.
3. That he will make a diligent effort to find the stock certificate and if not found by July 1, 2017, it is understood that the corporation will issue a replacement stock certificate to Michael Vermette.
4. It is understood by the undersigned that if, after receiving a replacement stock certificate, the original certificate no. 1 is found, that he will surrender said certificate to the Secretary of the corporation to be cancelled of record.



Douglas C. Jorgensen, Stockholder

SWORN TO AND SUBSCRIBED before me this 15th day of June, 2017.





Signature of Notary Public
personally known.

STOCK PURCHASE AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of June, 2017, by and between **Douglas C. Jorgensen**, hereinafter referred to as "Seller", and **Michael Vermette**, hereinafter referred to as "Purchaser".

WHEREAS, Seller owns all of the issued and outstanding shares of Budget Appliance, Inc., a corporation formed under the laws of the State of Florida, hereinafter referred to as "Corporation";
AND,

WHEREAS, Seller desires to sell all of his shares of stock of the corporation; **AND**,

WHEREAS, Purchaser desires to purchase of all of said shares of stock.

NOW, THEREFORE, WITNESSETH:

For and in consideration of the promises, covenants, conditions and representations hereinafter set forth and upon the terms hereinafter specified, Sellers agree to sell to Purchaser and Purchaser agrees to buy from Seller 100 shares of common stock of Budget Appliance, Inc., as follows:

1. Purchase Price. The purchase price of said corporate stock shall be \$ 60,000.00 which shall be payable in the following manner: Ten Thousand Dollars (\$10,000.00) shall be do upon signing this agreement. The remaining Fifty Thousand Dollars (\$50,000.00) shall be financed by Seller and shall be amortized over two years at 5% interest. The promissory note shall be secured by the shares of stock of Budget Appliance, Inc.

2. Representations and Warranties. Seller represents and warrants to Purchaser as follows:

a. The corporation has only issued 100 shares of its common stock, which shares are owned by Seller.

b. Seller's shares have not been pledged to secure any debt and are not encumbered for any reason.

c. There are no outstanding debts or liabilities of the Corporation except as indicated on exhibit "A" attached hereto or those debts which occurred in the ordinary course of business and have not yet been billed which shall remain the responsibility of Seller. It is understood Seller shall be responsible for all debts and charges occurring through May 31, 2017.

d. The corporation has no contingent liabilities, including without limitation, tax liabilities due or to become due. Corporation has timely filed all tax returns required of it as of this date, and all tax returns and tax reports have been paid in full.

e. The corporation has not been named as a party in any litigation.

f. No representation or warranty by the Seller set forth in this Agreement contains any untrue statement of a material fact or omits a material fact necessary to make the statements contained in it not misleading.

3. Transfer of Corporate Records. Upon the execution of this Agreement, Seller agrees to resign all of Seller's positions as corporate officers and director and to surrender all corporate books and records to Purchaser.

4. Corporate Manager. Seller agrees to remain with Corporation as a general manager for a period of one year to assist in the transition of operation of the business.


5. Existing Appliances. It is understood and agreed the appliances currently located on the showroom floor shall remain the property of Seller but shall remain on the showroom floor. Seller shall receive the proceeds of all sales of Seller's appliances without any reduction. The appliances belonging to Seller are listed on exhibit "B".

6. Accounts Receivable. Seller shall retain all accounts receivable that are due through May 31, 2017. The payments shall be made to Corporation in the ordinary course and shall be applied against any accounts payable accruing prior to June 1, 2017. If the accounts receivable exceed the accounts payable Corporation shall pay Seller the excess at the end of each month. If the accounts payable exceed the accounts receivable Seller shall pay Corporation the difference at the end of any monthly accounting period.


7. Survival of Representations and Warranties. Each of the parties to this Agreement covenants and agrees that the Seller's representations, warranties, covenants, statements, and agreements contained in this Agreement and the exhibits attached hereto, if any, and in any documents delivered by Seller to Purchaser in connection herewith, shall survive the closing and that no other representations or warranties except as herein specified have been made by Seller.

8. Attorney Fees. In the event it becomes necessary for either party herein to seek legal means to enforce the terms of this agreement, or any cause of action arising from this transaction, the non-prevailing party will be liable for all reasonable attorney's fees, travel expenses, deposition costs, expert witness expenses and fees, and any other costs of whatever nature, reasonably and necessarily incurred by the prevailing party as a necessary incident to the prosecution or defense of such action, or in any post judgement or collection proceeding, plus court costs.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date first above mentioned.



Michael Vermette
Purchaser



Douglas Jorgensen
Seller