

P99 0000 40952

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

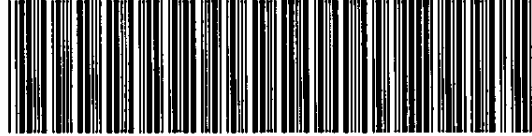
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



900283800969

04/07/16--01020--009 \*\*43.75

FILED  
2016 APR -7 PM 3:42  
CLERK OF STATE  
TALLAHASSEE, FLORIDA

4/11/16

**COVER LETTER**

TO: Amendment Section  
Division of Corporations

NAME OF CORPORATION: Florida Property Management & Sales Corp.  
DOCUMENT NUMBER: P-99000040952

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

Please return all correspondence concerning this matter to the following:

Carol T. Nelson  
Name of Contact Person  
Florida Property Management & Sales Corp.  
Firm/ Company  
7401 Wiles Road Suite 130  
Address  
Coral Springs, FL 33067  
City/ State and Zip Code  
cw8750@gmail.com  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Carol Nelson at 954 207-8403  
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 checked="" 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 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

Florida Property Management & Sales Corp.  
(Name of Corporation as currently filed with the Florida Dept. of State)

P99000040952

(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)

7401 Wiles Rd. Suite 130  
Coral Springs, FL 33067

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

7401 Wiles Rd. Suite 130  
Coral Springs, FL 33067

**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:

X Change                      PT      John Doe

X Remove                      V      Mike Jones

X Add                              SV      Sally Smith

Type of Action  
(Check One)

Title

Name

Address

1)      Change

S

Larry G. Nelson

8640 NW 1<sup>st</sup> St.  
Coral Springs, FL  
33071

     Add

X 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)

Per attached Stock Purchase Agreement:  
Florida Property Management and Sales Corp.  
is being sold to:

Beth Nathanson  
611 Lexington Av  
Davie, FL 33325  
954-675-9997

Carol Nelson, Broker will remain  
as President of the Corporation as  
a Consultant until Buyer obtains  
her Broker's License and will then become  
President in place of Carol Nelson.

**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)

All Stock Shares for "Florida  
Property Management and Sales Corp."  
were Transferred to the Buyer:  
Beth Nathanson  
611 Lexington Av  
Davie, FL 33325  
954-675-9997

The date of each amendment(s) adoption: April 1, 2016, if other than the date this document was signed.

Effective date if applicable: April 1, 2016  
(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 April 1, 2016

Signature Carol J. Nelson

(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)

Carol J. Nelson

(Typed or printed name of person signing)

President

(Title of person signing)

Commencement Date April 1, 2016

## STOCK PURCHASE AGREEMENT

AGREEMENT made this 19<sup>th</sup> day of March, 2016, by and between "Larry Nelson" and "Carol Nelson", jointly, (hereinafter collectively referred to as "Sellers") and Beth Nathanson (hereinafter referred to as "Buyer"). The Sellers and the Buyer are also referred to herein collectively as the "Parties."

### WITNESSETH

WHEREAS Sellers are the owners of all (100%) of the stock of "Florida Property Management & Sales, Inc.", a Florida corporation, (hereinafter referred to as "the Company") with its principal place of business being 7401 Wiles Road, Suite 101, Coral Springs, Florida, and

WHEREAS Buyer is desirous of purchasing all of Sellers' stock in the Company,

NOW, THEREFORE, for and in consideration of the premises, the mutual agreements and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

FIRST: Buyer is hereby purchasing all Sellers' shares of stock in the Company under the terms and conditions set forth in this Agreement. Sellers hereby agree to transfer and convey their shares of stock in the Company to the Buyer. The closing of the purchase and sale of the shares under this Agreement shall occur simultaneously with the execution of this Agreement by the Parties.

SECOND: A. The full purchase price to be paid by Buyer for Sellers stock is the total sum of \$100,000.00 (one hundred thousand dollars). Buyer shall pay an additional \$500.00 (five hundred dollars) upon the execution of this Agreement as further earnest money. Buyer shall thereafter make monthly payments in the amount of \$2,000.00 (two thousand dollars), commencing April 15, 2016, and continuing thereafter on the fifteenth (15<sup>th</sup>) day of each and every consecutive month until the balance is paid.

Buyer may pay a sum greater or lesser than \$2,000.00 (two thousand dollars) for any particular monthly payment should Sellers expressly consent in writing.

### **Payment Default.**

Failure by either Party to pay or cause to be paid any undisputed amount that is due and payable under this Agreement and such failure continues for a period of ten (10) Days after Notice of such nonpayment is delivered to the defaulting Party.

If Buyer defaults and fails to make a monthly payment, Sellers shall have the right, but not the obligation, to reclaim their stock in the Company in the pro rata proportion of the outstanding unpaid purchase price to the full purchase price, which Buyer agrees to then transfer forthwith to Sellers. Any failure or forgiveness of Sellers to declare a default upon a particular act of default by Buyer shall not constitute a waiver or forgiveness of any other default by Buyer and Seller may proceed to reclaim the stock as provided in this paragraph.

If the last survivor of Larry Nelson or Carol Nelson dies before the full purchase price is paid, without having formally declared, in writing, a default of this Agreement by Buyer, then the unpaid balance of the purchase price, and any claims therefore, shall be waived and forgiven on behalf of Larry Nelson and Carol Nelson, individually and jointly, as well as on behalf of their estates and their heirs, and Buyer shall be entitled to maintain ownership of all stock.

B. Buyer and the Company agree to retain Carol Nelson as a consultant and as broker of record for Company business and matters for a period of one year from the date of this Agreement. Carol Nelson will be paid a fee for the service in the amount of \$26,000, which shall be paid to Carol Nelson by paying her \$1,000.00 (one thousand dollars) every other week during this annual period, commencing upon execution hereof. Carol Nelson shall work approximately twenty (20) hours per week, the schedule of which shall be at her discretion, with no additional compensation.

C. Larry Nelson and Carol Nelson shall be entitled to the full (100%)

commission for any real estate sales on which they are entitled to the commission, so long as such sales are not of Company managed properties.

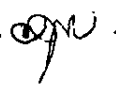
D. Carol Nelson shall be entitled to a commission of 1.5% for the following properties when sold: Orton Avenue; Broward Boulevard.

THIRD: Sellers are hereby released by Buyer and the Company from all personal liability they, individually or jointly, may have incurred on behalf of the Company.

FOURTH: The Parties agree to execute in the future any documents, and to take any actions, which may be reasonably necessary to effect and further the terms of this Agreement.

FIFTH: Simultaneously herewith Sellers agree to deliver to the Buyer any Company stock certificate in their possession, if any, duly endorsed for transfer.

SIXTH: Sellers warrant and represent that the stock sold hereby is fully paid for, non-assessable and is owned by Sellers free and clear of any claims, liens and encumbrances of any nature whatsoever. Sellers hereby waive any and all dividends, interests, payments and claims which are or may be due Sellers from the Company.

SEVENTH: Seller Larry Nelson hereby resigns as officer of the Company effective immediately, and Buyer and the Company accept Larry Nelson's resignation. Carol Nelson shall remain as an officer of the Company until such time as Buyer obtains her Florida Real Estate Broker's license and it is in full force and effect. 

EIGHTH: Buyer warrants and represents that she has had adequate, full and unfettered opportunity to review and examine all the accounts, books, registers, ledgers, financial and other material records of whatsoever kind of the Company. Buyer

represents that Buyer is experienced, knowledgeable and sophisticated in the nature of the Company's business. Buyer had ample opportunity to present this Agreement and any related documentation to an attorney and accountant for review and determined upon her own free will to not avail herself of such right. Buyer understands that the transaction contemplated by this Agreement is a sophisticated business and financial transaction, and affirms that she has the knowledge and experience to review this Agreement and the Company's records and documents and to enter into the transaction set forth in this Agreement without the aid of legal counsel or an accountant. Buyer acknowledges that she has not received any, and has not relied in any respect upon, advice, judgment or counsel of the attorney for Sellers. Buyer has been and will continue to be solely responsible for Buyer's own independent investigations as to all aspects of this transaction and of the business of "Florida Property Management & Sales, Inc." Buyer has not relied upon any express or implied, written or oral, representation, warranty or other statement by or on behalf of Sellers concerning the Company or concerning this Agreement. Buyer affirms that she has not been given any express or implied, written or oral, representation, warranty or other statement by or on behalf of Sellers concerning any aspect of the Company or concerning this Agreement.

NINTH: Each and all of the covenants and conditions of this Agreement shall be binding and inure to the benefit of the Parties hereto, their respective heirs, legal representatives, successors and assigns, and shall not be changed or modified except in writing, signed by each of the Parties hereto.

TENTH. Miscellaneous.

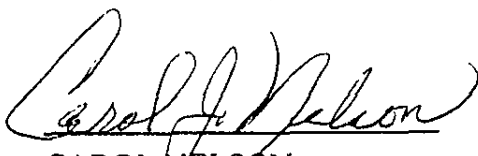
(a) Governing Law. The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the state of Florida.

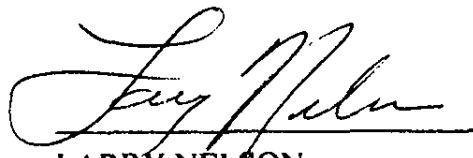
(b) Entire Agreement. This Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements,

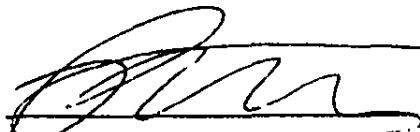
whether oral or written, between them relating to the subject matter hereof.

(c) Construction. This Agreement is the result of careful negotiations and has been reviewed by all of the parties hereto. Accordingly, this Agreement shall be deemed to be the product of all of the Parties hereto, and no ambiguity shall be construed in favor of or against any one of the Parties hereto.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and seals the day, month and year first above written.

  
CAROL NELSON

  
LARRY NELSON

  
BETH NATHANSON

3/19/2016