

# G12334

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(Requestor's Name)

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(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

\_\_\_\_\_  
(Business Entity Name)

\_\_\_\_\_  
(Document Number)

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

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*Amended*

05/22/13--01005--007 \*\*43.75

FILED  
2013 JUN 17 AM 8:12  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

*X 00789, 00689, 00524, 00671*

*DR*  
*6/18/13*

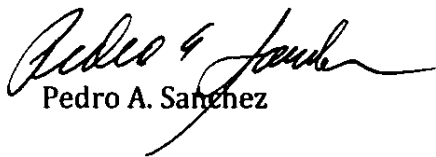
Carimose Corporation  
87 W 17 St.  
Hialeah, FL 33010

May 10, 2013

Dear Division of Corporations:

Attached are documents to be filed as an amendment to my corporation, CARIMOSE CORPORATION. In addition I would like to request a certified copy. Included in the envelope is a check for \$35 + the \$.875 for the certified copy for a total of \$43.75.

Sincerely,



Pedro A. Sanchez

Carimose Corporation President



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

May 28, 2013

Carimose Corporation  
87 W. 17th St.  
Hialeah, FL 33010

SUBJECT: CARIMOSE CORPORATION  
Ref. Number: G12334

We have received your document for CARIMOSE CORPORATION and your check(s) totaling \$43.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

Amendments for Florida profit corporations are filed in compliance with section 607.1006, Florida Statutes. Please see the enclosed information.

You may attach the Shareholder's agreement as an attachment to section E or F on page 3 of the amendment form. Please write "see attached" in section E or F and fill out the rest of the amendment form.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Annette Ramsey  
Regulatory Specialist II

Letter Number: 613A00013210

RECEIVED

13 JUN 17 AM 11:51

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

## COVER LETTER

**TO:** Amendment Section  
Division of Corporations

NAME OF CORPORATION: Carimose Corporation

DOCUMENT NUMBER: G12334

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

Please return all correspondence concerning this matter to the following:

Pedro A. Sanchez  
Name of Contact Person

Carimose Corporation  
Firm/ Company

87 W. 17 St.  
Address

Hialeah, FL 33010

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

For further information concerning this matter, please call:

Pedro A. Sanchez at ( 305 ) 884-6828  
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  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

Articles of Amendment  
to  
Articles of Incorporation  
of

Carimose Corporation

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

612334

(Document Number of Corporation (if known))

FILED

2013 JUN 17 AM 8:12

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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**)

**C. Enter new mailing address, if applicable:**

(Mailing address **MAY BE A POST OFFICE BOX**)

**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:

☒ 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	<u>P</u>	<u>Jesus A. Sanchez</u>	<u>87 W. 17 St.</u>
<input type="checkbox"/> Add			<u>Hialeah, FL 33010</u>
<input checked="" type="checkbox"/> Remove			
2) <input checked="" type="checkbox"/> Change	<u>PS</u>	<u>Pedro A. Sanchez</u>	<u>87 W. 17 St.</u>
<input type="checkbox"/> Add			<u>Hialeah, FL 33010</u>
<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			

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

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

See attached Shareholder's Agreement

**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)*

See attached Shareholder's Agreement

100 total shares (100% of shares) of  
the Shares to Carimose Corporation to  
Pedro Arturo Sanchez

The date of each amendment(s) adoption: \_\_\_\_\_

01 / 16 / 2013

Effective date if applicable: \_\_\_\_\_

(no more than 90 days after amendment file date)

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 \_\_\_\_\_

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)

\_\_\_\_\_  
(Typed or printed name of person signing)

\_\_\_\_\_  
(Title of person signing)



## **SHAREHOLDERS' AGREEMENT**

**THIS AMENDED AND RESTATED SHAREHOLDERS' AGREEMENT** ("Agreement") is made this 16th day of January, 2013, by and among JESUS A. SANCHEZ and PEDRO A. SANCHEZ being sometimes hereinafter referred to individually as a "Shareholder" and collectively as the "Shareholders") and CARIMOSE CORPORATION, a Florida corporation (the "Corporation").

### **RECITALS**

**WHEREAS**, The Shareholders hold all the issued and outstanding capital stock of the Corporation;

**WHEREAS**, the Shareholders mutually desire to operate the Corporation in a manner that provides for the stable management of the Corporation;

**WHEREAS**, on October 23, 2006, the Corporation and its then existing Officers and Shareholders entered into a certain "AGREEMENT FOR DISTRIBUTION OF ASSETS" and all terms and conditions were duly agreed to by all interested parties, it was then decided that the assets of the corporation shall be distributed in accordance with the terms of that certain "AGREEMENT FOR DISTRIBUTION OF ASSETS, a copy of which is attached hereto as Exhibit A; and

**WHEREAS**, since the date of the "AGREEMENT FOR DISTRIBUTION OF ASSETS" there have been several stock transactions and certain obligations have been satisfied and performed, and the Shareholders and the Corporation now desire to enter into this Agreement to amend, clarify and restate certain terms.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals and attached exhibit are true and correct and are hereby incorporated herein by this reference.

2. **Superseder.** This Agreement, to the extent that it is inconsistent with any other instrument governing the affairs of the Corporation, including, but not limited to, any prior shareholders agreement and the Corporation's Articles of Incorporation and Bylaws, shall supersede such instrument to the fullest extent permitted by law. The parties hereto shall take any and all actions required to effect the foregoing superseder. A copy of this Agreement shall be filed at the Corporation's principal office.

3. **Ownership of Shares.** The Corporation has one-hundred (100) share of authorized common stock, One Dollar (\$1.00) par value, which were currently issued and outstanding. The Shareholders own shares of common stock of the Corporation ("Shares") as follows:



Jesus Arturo Sanchez 50 Shares

Pedro Arturo Sanchez 50 Shares

**RESOLVED**, that upon receipt of consideration therefore certificates representing ownership in the company be issued as follows: transfers onto PEDRO ARTURO SANCHEZ all 50 shares currently held by JESUS ARTURO SANCHEZ, hereby issuing onto PEDRO ARTURO SANCHEZ all 100 total shares or 100% of the shares to **CARIMOSE CORPORATION, a Florida corporation (the "Corporation")**.

**RESOLVED**, that the Registered Agent be changed to: PEDRO SANCHEZ, 87 West 17<sup>th</sup> Street, Hialeah, Florida 33010

**4. Restrictions on Transfer of Shares.** During the Term, as hereinafter defined, none of the Shareholders shall sell, transfer, pledge, hypothecate or otherwise encumber or dispose of any of his or her Shares, or suffer the same to be subject, directly or indirectly, voluntarily or involuntarily, to transfer by operation of law or agreement, except as expressly permitted in this Agreement. Any purported transfer in any other manner shall be void, and shall not be recognized or given effect.

**5. Effectiveness and Term of Agreement.** This Agreement shall become effective on the date first above written and shall remain in effect until terminated in accordance with this Section 5. This Agreement shall terminate upon the earliest to occur of any of the following events:

- (a) Dissolution of the Corporation;
- (b) The voluntary agreement of all parties who are then bound by the terms hereof;
- (c) Whenever there is only one Shareholder bound by the terms hereof.

The period for which the Agreement shall be in effect shall hereinafter be referred to as the "Term".

**6. Option upon Voluntary Transfer.**

**Notice of Transfer.** If a Shareholder intends to transfer Shares of which he or she is the owner to any person, he or she shall give 60 days written notice to the Corporation and the remaining Shareholders of his or her intention so to transfer the Shares (the "Notice"). The Notice, in addition to stating the fact of the intention to transfer Shares, shall state (i) the number of Shares to be transferred, (ii) the name, business and residence address of the proposed transferee, (iii) whether the transfer is for a valuable consideration, and, if so, the amount of the consideration and the other terms of the sale.



7. **Option upon Involuntary Transfer.** If other than by reason of a Shareholder's death, Shares are transferred by operation of law to any person other than the Corporation (such as but not limited to a Shareholder's trustee in bankruptcy, a purchaser any creditor's or court sale or the guardian or conservator of incompetent Shareholder), the Corporation or the remaining Shareholders may exercise an option to purchase all but not less than all of the Shares so transferred in the same manner and upon the same terms as provided at Section 6 above.

8. **Exercise of Options and Effect of Non-Exercise of Options.**

8.1 The Corporation or the Shareholders who exercise any of the options granted above shall deliver written notice of the exercise within the times provided above to the proposed transferor in case of a Section 6 option, or to the transferee and to the remaining Shareholders in either case.

8.2 A proposed transferor of Shares under Section 6 and a transferee of Shares under Section 7 either (or both) as a shareholder or director of the Corporation, shall vote in favor of the Corporation's exercise of the purchase options granted to it by this Agreement at any meeting of the shareholders or directors called for such purpose, unless the purchase by the Corporation of the Shares to which the option relates would be illegal.

9. **Legend on Certificates.** All Shares now or hereafter owned by the Shareholders shall be subject to the provisions of this Agreement.

10. **No Penalties.** No provision of this Agreement is to be interpreted as a penalty upon any party to this Agreement. In particular, without limitation, the parties hereby agree that the provisions of Section 4 hereof, are reasonable, and that the Shareholders desire such certainty with regard to such matters.

11. **Additional Shares Covered by Agreement.** This Agreement shall apply not only to the Shares of the Corporation now owned by the Shareholders, but also to all of the shares of the Corporation which any Shareholder may hereafter acquire while a party hereto.

12. **Board of Directors and Officers.**

12.1 So long as this Agreement shall be in effect, the Shareholders shall vote to provide who the Board of Directors of the Corporation (the "Board") shall consist of.

12.2 The Shareholders shall cause the Directors of the Corporation to vote for officers of the Corporation as follows:

PEDRO SANCHEZ, as :President/Director and Secretary

13. **General Provisions.**

13.1 **Miscellaneous.** This Agreement: (a) constitutes (together with any exhibits, schedules or other attachments) the entire agreement of the parties with respect to its subject matter and supersedes all previous agreements or understandings, whether oral or written, (b) may not be amended or modified except by a written instrument signed by all the parties, (c)



is binding upon and will inure to the benefit of the parties and their respective successors, transferees, estates, personal representatives, heirs, beneficiaries and permitted assigns; (d) may not be assigned or the obligations of any party delegated except with the prior written consent of all the parties; (e) may be executed in duplicate originals; and (f) shall be governed by and interpreted in accordance with the laws of Florida, except for any principle governing conflicts of laws that would provide for the application the substantive law of another jurisdiction.

13.2 Waiver. The failure of any party to exercise any right or remedy under this Agreement shall not constitute a waiver of such right or remedy, and the waiver of any violation or breach of this Agreement by a party shall not constitute a waiver of any prior or of subsequent violation or breach. No waiver under this Agreement shall be valid unless in writing and executed by the waiving party.

13.3 Severability. If any provision of this Agreement is determined by a court or other governmental authority to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provision of this Agreement. Further, the provision that is determined to be invalid, illegal or unenforceable shall be reformed and construed to the extent permitted by law so that it will be valid, legal and enforceable to maximum extent possible.

13.4 Headings. The headings used in this Agreement are included for the convenience of the parties for reference purposes only and are not to be used in construing or interpreting this Agreement.

13.5 Pronouns. In this Agreement, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, whenever it appears appropriate from the context.

13.6 Legal Expenses. The prevailing party in any proceeding brought to enforce the provisions of this Agreement or to seek a remedy for any breach (including an arbitration action or administrative proceeding), will be entitled to receive its attorneys' and paralegal fees as well as court costs, litigation expenses and other disbursements incurred in connection with such proceedings, including but not limited to fees and expenses incurred in preparing for any such proceeding prior to instituting it as well as those incurred in any related appellate proceedings.

13.7 Remedies for Breach. The parties each acknowledge that a breach of this Agreement by any party would cause irreparable harm to the other parties for which no adequate remedy in damages would exist. Accordingly, each party to this Agreement agrees that a non-breaching party shall be entitled to an injunction prevent any breach of this Agreement by a breaching party shall also be entitled to the equitable remedy of specific performance, in addition to any other remedies provided by law.

13.8 Arbitration. Any dispute, controversy, claim arising out of or related to this Agreement, or the creation, validity reach or termination of this Agreement, which has not been mutually resolved by the parties, shall on written demand of either party to the other party, be determined by and settled by a panel of three arbitrators in accordance with the Commercial

Two handwritten signatures are located at the bottom right of the page. The first signature is a stylized, cursive 'R' or 'B'. The second signature is a stylized, cursive 'A' or 'M'.

Arbitration Rules of the American Arbitration Association. The party demanding arbitration shall name the arbitrator selected by it in its demand. Within 30 days after said demand, the other party shall name its arbitrator and the arbitrators named by the parties shall select the third arbitrator within 60 days of the said demand.

13.9 Third Party Beneficiaries. This Agreement shall not otherwise be deemed to confer in favor of any third party any rights whatsoever as a third-party beneficiary.

13.10 Conflict Waiver. The parties hereby acknowledge and agree that: (i) the law firm of Ruden, McClosky, Smith, Schuster and Russell, P.A. ("Firm") has represented the Corporation in the preparation of this Agreement and may hereafter represent the Corporation in other matters; (ii) the Firm also represents on or more Shareholders in other unrelated matters and may continue to do so in the future; (iii) each Shareholder has waived any conflict of interest that exists as a result of such representation; and (iv) each Shareholder has been advised by the Firm to consult with independent legal counsel before entering into this Agreement, and has sought such counsel, as he or she deemed necessary.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the day and year first above written.

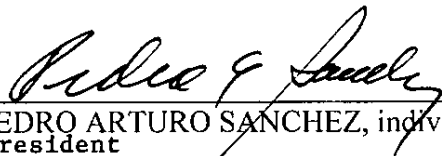
**CORPORATION:**

CARIMOSE CORPORATION, a Florida Corporation

**SHAREHOLDERS:**



JESUS ARTURO SANCHEZ, individually



PEDRO ARTURO SANCHEZ, individually  
President

STATE OF FLORIDA )  
:SS  
COUNTY OF MIAMI-DADE )

**BEFORE ME**, the undersigned authority, personally appeared, **JESUS ARTURO SANCHEZ and PEDRO ARTURO SANCHEZ**, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person: personally known.

**WITNESS** my hand and official seal, this 16<sup>th</sup> day of January, 2013, in the County and State aforesaid.

Jessica Alvarez  
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
My commission expires:



**Exhibit A**  
**AGREEMENT FOR DISTRIBUTION OF ASSETS**

(see attached)

# Exhibit A

## AGREEMENT FOR DISTRIBUTION OF ASSETS

PARTIES: JESUS ARTURO SANCHEZ (hereinafter referred to as Arturo)  
CARLOS ENRIQUE SANCHEZ (hereinafter referred to as Carlos)  
PEDRO ARTURO SANCHEZ (hereinafter referred to as Pedro)

DATE OF THIS CONTRACT: 23 October, 2006

THIS AGREEMENT, entered into by the above parties, all suit juris, on the date above set forth, states as follows:

I. **ASSETS:** The following assets are owned by Arturo in a personal capacity:  
Carimose Corp., A Fla. Corp., and the assets owned by said corporation, which are:  
Approximately ten residential properties in Hialeah, Florida.  
Various mortgages receivables

6401 Corp. A Fla. Corp., and the assets owned by said corporation which are:  
Approximately ten residential properties in Hialeah, Florida.  
Various mortgages receivables

2990 Enterprises, Corp. A Fla. Corp., and the assets owned by said corporation  
which are:

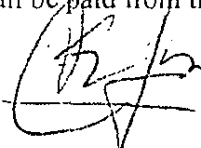
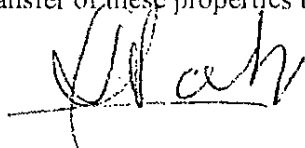
Approximately ten residential properties in Hialeah, Florida.  
One apartment buildings complex, 1840-71 W. 62<sup>nd</sup> St. Hialeah, Fl.  
One apartment buildings complex, 6195 W. 18<sup>th</sup> Ave. Hialeah, Fl.  
Mortgage Receivables  
Mortgages owed on buildings are debts of this corporation.

Arturo Sanchez individually,  
Approximately five residential properties in Hialeah, Florida

II **PURPOSE:** The parties hereto enter into this Agreement for the purpose of clarifying the wishes of Arturo with respect to his personal holdings and the disposition of said assets, upon any occurrence, and for that purpose, all parties executing this Agreement agree to be bound by the same, and to abide by the terms of this Agreement, now and in the future.

III. **DISTRIBUTION TO PEDRO:** The parties agree that PEDRO, will receive twenty (20) residential properties, free of all liens and encumbrances, from those properties owned by Carimose Corp, and 6401 Enterprises, Inc. Said properties will be transferred to PEDRO, and/or his assigns, upon the inability of Arturo to continue to administer and manage said properties.

All taxes, whether federal, state, or county, of any type, which may be due on the transfer of these properties to Pedro, shall be paid from the cash assets of Carimose and of 6401





page two  
Agreement Sanchez  
October, 2006

Enterprises, or from the personal cash assets of Arturo, until exhausted. Upon exhaustion of said cash assets, the remaining responsibility for taxes shall be Pedro's.

**III. DISTRIBUTION TO ERALIA:** The parties agree that Eralia Sanchez, will receive five (5) residential properties, free of all liens and encumbrances, from those properties owned by Arturo personally. Said properties will be transferred to ERALIA, and/or her assigns, upon the inability of Arturo to continue to administer and manage said properties.

All taxes, whether federal, state, or county, of any type, which may be due on the transfer of these properties to Pedro, shall be paid from the cash assets of Arturo, until exhausted. Upon exhaustion of said cash assets, the remaining responsibility for taxes shall be Eralia's.

**IV. DISTRIBUTION TO CARLOS:** The parties agree that all properties owned by 2990 Enterprises, Inc., shall be distributed and be owned by Carlos, upon the inability of Arturo to continue to administer and participate in the management of said property.

**V. Entire Contract: Situs, Amendment:** This agreement shall be interpreted and enforced under the laws of the State of Florida and venue shall be in Dade County, Florida. This Agreement may not be changed or amended unless duly and properly executed by the parties hereto with the same formality as this Agreement.

**VI. Binding Effect:** Wherever the context requires, the singular number shall include the plural and the covenants and conditions herein contained shall apply to, bind, and inure to the benefit of the PARTIES and their respective heirs, legal representatives, successors, and assigns.

**VII. Savings Clause:** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder hereof.

**VIII. Attorneys' Fees:** If a party to this Agreement should prevail in any legal action brought to enforce it or for its breach, the parties agree that such prevailing party may recover as part of the judgment reasonable attorneys' fees. Any controversy or claim between PARTIES arising out of or relating to this Agreement, or a breach thereof, may, at the election of the parties, be settled by mediation or by arbitration or by litigation.

**XI. Captions:** The captions of this agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this agreement or the intent of any provisions hereof.

**XII. Additional Instruments of Transfer:** Parties shall execute and deliver from time to time after the events triggering the effect of this agreement, without additional consideration, such further instruments for transfer as shall be reasonably required by the parties in order to vest the respective parties with good and marketable title to the assets as provided herein and to carry out the purposes of this Agreement.

**26. Condition of assets.** All assets, being mentioned hereby shall be transferred in as is condition on the date of transfer.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names, the day and year first herein above written.

Signed, sealed and delivered  
in the presence of:

Witness

Witness

Witness

Witness:

**PARTIES TO THE AGREEMENT:**

JESUS ARTURO SANCHEZ

Individually And as officer, director and shareholder of  
the following corporations:

Carimose Corp., 6401 Enterprises, Corp., and  
2990 Enterprises, Inc.

CARLOS ENRIQUE SANCHEZ, individually

And as officer, director and shareholder of the following corporations:

Carimose Corp., 6401 Enterprises, Corp., and  
2990 Enterprises, Inc.

PEDRO ARTURO SANCHEZ

STATE OF FLORIDA  
COUNTY OF MIAMI- DADE

The foregoing instrument was acknowledged before me this 23 day of OCTOBER, 2006 by JESUS ARTURO SANCHEZ, AND CARLOS ENRIQUE SANCHEZ, in their individual capacity, and also as officers, directors and stockholders of CARIMOSE CORP, 6401 ENTERPRISES CORP., 2990 ENTERPRISES, INC., who presented a Florida Driver's License as means of identification.

Notary Public State of



STATE OF FLORIDA  
COUNTY OF MIAMI- DADE

The foregoing instrument was acknowledged before me this \_\_\_ day of OCTOBER, 2006, by PEDRO ARTURO SANCHEZ, who presented a Florida Driver's License as means of identification.

Notary Public State of Florida at Large