

2002 UNIFORM BUSINESS REPORT (UBR)

FILED
Feb 21, 2002 8:00 am
Secretary of State

02-21-2002 90086 016 ***150.00

DOCUMENT # K04819

1. Entity Name
TOMAS LUIS BUILDING CONTRACTOR, INC.

Principal Place of Business

**15821 SW 147 AVE.
 MIAMI FL 33177**

Mailing Address

**15821 SW 147 AVE.
 MIAMI FL 33177**

2. Principal Place of Business

3. Mailing Address

Suite, Apt. #, etc.

Suite, Apt. #, etc.

City & State

City & State

Zip

Country

Zip

Country



DO NOT WRITE IN THIS SPACE

4. FEI Number **65-0015976**

Applied For
 Not Applicable

5. Certificate of Status Desired ☐ **\$8.75** Additional Fee Required

6. Name and Address of Current Registered Agent

7. Name and Address of New Registered Agent

**CATCHUSIFYOUCAN, INC.
 10121 SW 40 STREET
 MIAMI FL 33165**

Name
 Street Address (P.O. Box Number is Not Acceptable)
 City **FL** Zip Code

8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE _____ (NOTE: Registered Agent signature required when reinstating) DATE _____

9. This corporation is eligible to satisfy its Intangible Tax filing requirement and elects to do so. ☐ (See criteria on back)

**FILE NOW!!! FEE IS \$150.00
 After May 1, 2002 Fee will be \$550.00
 Make Check Payable to Department of State**

10. Election Campaign Financing Trust Fund Contribution. ☐ **\$5.00** May Be Added to Fees

11. OFFICERS AND DIRECTORS

12. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 11

TITLE NAME STREET ADDRESS CITY-ST-ZIP	PD LUIS, TOMAS 15821 SW 147 AVE. MIAMI FL 33177	<input checked="" type="checkbox"/> Delete
TITLE NAME STREET ADDRESS CITY-ST-ZIP	VP LUIS, MANUEL 15821 SW 147 AVE. MIAMI FL 33177	<input type="checkbox"/> Delete
TITLE NAME STREET ADDRESS CITY-ST-ZIP	S CALZADILLA, RAUL 7560 SW 104 STREET MIAMI FL 33176	<input type="checkbox"/> Delete
TITLE NAME STREET ADDRESS CITY-ST-ZIP		<input type="checkbox"/> Delete
TITLE NAME STREET ADDRESS CITY-ST-ZIP		<input type="checkbox"/> Delete
TITLE NAME STREET ADDRESS CITY-ST-ZIP		<input type="checkbox"/> Delete

TITLE NAME STREET ADDRESS CITY-ST-ZIP	SEE ATTACHED STOCK PURCHASE agreement.	<input type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	PRESIDENT LUIS, MANUEL 15821 S.W. 147 AVE. MIAMI, FLA. 33177	<input checked="" type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	VICE-PRESIDENT LUIS, HILDA 15821 S.W. 147 AVE. MIAMI, FLA. 33177	<input type="checkbox"/> Change <input checked="" type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP		<input type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP		<input type="checkbox"/> Change <input type="checkbox"/> Addition

13. I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Section 119.07(3)(i), Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears in Block 11 or Block 12 if changed, or on an attachment with an address, with all other like empowered.

SIGNATURE: [Signature]
 SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER OR DIRECTOR

(2-04-02) 305-378-0779
 Date Daytime Phone #

CR2E034 (9/01)

ATTACHMENT

DOC# KO4819 927586

STOCK PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this 30th day of July, 2001, by and between TOMAS LUIS, ("Seller") and MANUEL LUIS, ("Purchaser");

WHEREAS, the Seller is the record owner and holder of the issued and outstanding shares of the capital stock of TOMAS LUIS BUILDING CONTRACTOR, INC., ("Corporation"), a Florida corporation, which Corporation has issued capital stock of 100 shares of \$1.00 par value common stock; and

WHEREAS, the Purchaser desires to purchase said stock and the Seller desires to transfer said stock to the purchaser who has worked for the corporation for a number of years at less than full compensation, upon the terms and subject to the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and in order to consummate the purchase and the sale of the Corporation's Stock aforementioned, it is hereby agreed as follows:

1. PURCHASE AND SALE: Subject to the terms and conditions hereinafter set forth, at the closing of the transaction contemplated hereby, the Seller shall sell, convey, transfer, and deliver to the Purchaser certificates representing such stock, and the Purchaser shall purchase from the Seller the Corporation's Stock in consideration of the purchase price set forth in this Agreement. The certificates representing the Corporation's Stock shall be duly endorsed for transfer or accompanied by appropriate stock transfer powers duly executed in blank, in either case with signatures guaranteed in the customary fashion, and shall have all the necessary documentary transfer tax stamps affixed thereto at the expense of the Seller. The closing of the transactions contemplated by this Agreement ("Closing"), shall be held at Miami, on 7/30/01, at Miami, or such other place, date and time as the parties hereto may otherwise agree.

2. AMOUNT AND PAYMENT OF PURCHASE PRICE. The total consideration for this transaction is the par value of the stock as well as any other good and valuable consideration that may be mutually decided between the parties. The seller acknowledges that he has reached the age of retirement and wishes that the purchaser, who is his son, be made the sole shareholder of the corporation.

3. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller hereby warrants and represents:

(a) Organization and Standing. Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has the corporate power and authority to carry on its business as it is now being conducted.

(b) Restrictions on Stock.

i. The Seller is not a party to any agreement, written or oral, creating rights in respect to the Corporation's Stock in any third person or relating to the voting of the Corporation's Stock. ii. Seller is the lawful owner of the Stock, free and clear of all security interests, liens, encumbrances, equities and other charges.

iii. There are no existing warrants, options, stock purchase agreements, redemption agreements, restrictions of any nature, calls or rights to subscribe of any character relating to the stock, nor are there any securities convertible into such stock.

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STATEMENT OF CONSENT TO ACTION
BY SHAREHOLDERS

The undersigned, holding shares of capital stock of TOMAS LUIS BUILDING CONTRACTOR, INC., a Florida Corporation, under appropriate Florida Statutes, consisting of the seller and purchaser of the shares of the corporation, do consent to the following action instead of holding a meeting of the shareholders of the corporation, to have the same effect as action taken at a duly called meeting of shareholders at which all shares were present and voting.

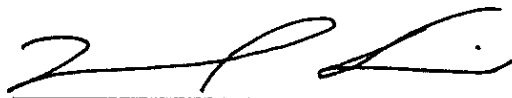
The shareholders acknowledge and approve of the transfer off all outstanding shares of the Corporation from Tomas Luis to Manuel Luis. The corporation further acknowledge and Approve of the resignation of Tomas Luis as an officer of the corporation and approve the Following as officer of the corporation as of the dated affixed below:

President: Manuel Luis
Vice-Pres: Hilda Luis
Secretary: Raul Calzadilla

DATED:

July 30, 2001


TOMAS LUIS


MANUEL LUIS

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4. REPRESENTATIONS AND WARRANTIES OF SELLER AND PURCHASER. Seller and Purchaser hereby represent and warrant that there has been no act or omission by Seller, Purchaser or the Corporation which would give rise to any valid claim against any of the parties hereto for a brokerage commission, finder's fee, or other like payment in connection with the transactions contemplated hereby.

5. GENERAL PROVISIONS

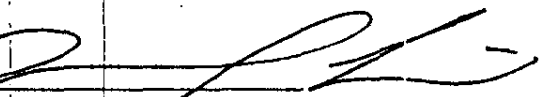
(a) Entire Agreement. This Agreement (including the exhibits hereto and any written amendments hereof executed by the parties) constitutes the entire Agreement and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

(b) Sections and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by each of the individual parties hereto on the date first above written.

Signed, sealed and delivered in the presence of:

By: 
TOMAS LUIS

By: 
MANUEL LUIS