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(Requestor's Name)

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☐ PICK-UP

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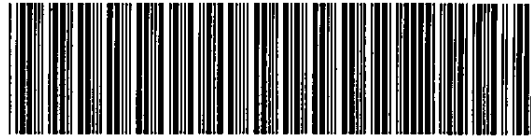
(Business Entity Name)

(Document Number)

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Florida Department of State
Division of Corporations.

I am sending you a check (1242)
\$60.00 for re-filing.

I need to Registration
Corporate Resolution.

Before I sent another
check for \$60.00 if you
consider to return this
check please, send me
back. To: 10400 NW 33 ST
Suite 270
Miami, FL 33172

Thank you.

Carroll Cortes.

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COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: LA Florida Realty Limited Liability Company.
(Name of Limited Liability Company)

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Carroll Cortes.

(Name of Person)

LA Florida Realty LLC.

(Firm/Company)

10400 NW 33 St. Ste. 270.

(Address)

Donal, FL 33172.

(City/State and Zip Code)

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For further information concerning this matter, please call:

Carroll Cortes.

(Name of Person)

at (305) 552-7122

(Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

☐ \$25.00 Filing Fee

☐ \$30.00 Filing Fee &
Certificate of Status

☐ \$55.00 Filing Fee &
Certified Copy
(additional copy is enclosed)

☐ \$60.00 Filing Fee,
Certificate of Status &
Certified Copy
(additional copy is enclosed)

MAILING ADDRESS: ✓

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

STREET/COURIER ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF**

LA Florida Realty LLC.

(Present Name)
(A Florida Limited Liability Company)

FIRST: The Articles of Organization were filed on 8/7/2002. and assigned document number 402000020077.

SECOND: This amendment is submitted to amend the following:

Ownership Agreement:

transfer to:

L. Hasbun 25%.

C. Contes 75%.

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Dated March 09, 2007.



Signature of a member or authorized representative of a member

Carroll Contes.

Typed or printed name of signee

Filing Fee: \$25.00

La Florida Realty Limited Liability Company

CORPORATE RESOLUTION

AGREEMENT made and entered into this 30th day of June 2006 by and between **CARLOS CHAUX**, acting General Manager, (hereinafter referred to as C.Chaux); **Willie Rivas** (W.Rivas); **JMC Investments LLC** (JMC Inv.); **Ludvin Hasbun** (L.Hasbun) and **Carroll Cortes**(C.Cortes).

WITNESSETH

WHEREAS, La Florida Realty, Limited Liability Company, a Florida corporation (the Corporation), and its members have agreed to the following member interest:

Carlos Chaux	19 %	Membership Interest
Willie Rivas	12.5%	Membership Interest
JMC Inv.	38.5%	Membership Interest
L. Hasbun	15%	Membership Interest
C. Cortes	15%	Membership Interest

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WHEREAS C.Chaux; W. Rivas and JMC Inv., agree to transfer their interest in the Corporation to L. Hasbun and C.Cortes subject to the terms and conditions expressed herein; and

WHEREAS, L.Hasbun and C.Cortes agree to recieve these interests of ownership under the terms and conditions defined herein and thereby becomes the member managers of the Corporation.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual terms, covenants, conditions and agreements herein contained, it is hereby agreed as follows:

1. Transfer of Stock By: C. Chaux; W.Rivas and JMC Inv, shall transfer their interests to H. Ludvin and C. Cortes according to the terms defined below.

2. Transfer Price: The ownership interests are being transferred for as long as L.Hasbun and C.Cortes are willing to assume all liabilities outstanding by the corporation to this day and that L.Hasbun and C.Cortes will commit to pay \$10,000 Dollars to UNIcasa Franchising LLC for the affiliation and continue use of the UNIcasa Trademark@ payable in form of royalty fees.

3. Closing. The Closing of the transfer of ownership shall take place on or before August 31, 2006, at the offices of the Corporation or at such other time and place as shall be agreed upon by the parties hereto:

4. Delivery at Closing.

4.1 At the Closing, C.Chaux, General Member, shall deliver to L.Hasbun and C.Cortes

(a) Free and clear of all liens, encumbrances, warrants, options, equities and claims, except as may be otherwise provided herein

(b) The resignation of Chaux as the General Manager of the Corporation.

4.2 All parties warrant and represent that as of the date hereof, neither the execution nor the delivery of this Agreement, nor its performance in accordance with its terms, is restricted by or violates the terms of, any of their respective agreements, options, or other obligations of each of them, and that said warranties and representations will be true as of the Closing Date.

5. Representations.

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5.1 C.Chaux; W. Rivas and JMC Inv., represents that (i) they own the interests; (ii) they have full power and authority to enter into and perform under this Agreement; and (iii) that the ownership interest are unencumbered.

5.2 L.Hasbun and C.Cortes represent that (i) they have full power and authority to enter into this Agreement; (ii) that there are no claims or liabilities of the Corporation that can or will attach to the proceeds being paid to C.Chaux; W.Rivas and JMC Inv. and (iii) that they and the Corporation will indemnify and hold them harmless with respect to any claims or liabilities made against the Corporation or against C.Chaux; W.Rivas and JMC Inv., because of their ownership interests from this date forth.

6. Actions After the Closing Date. Subsequent to the Closing, each party to this Agreement shall, at the request of the other, furnish, execute and deliver such documents, instruments, opinions of counsel, certificates, notices or other further assurances as counsel for the requesting party shall reasonably require as necessary or desirable to effect the complete consummation of this Agreement and the transactions contemplated herein.

7. C.Chaux; W.Rivas and JMC Inv., Obligations. The obligation to transfer the ownership interests to L.Hasbun and C.Cortes are subject to the accuracy of their representations hereunder and their performance under the terms of this Agreement.

8. L.Hasbun and C.Cortes' Obligations. The obligations of L.Hasbun and C.Cortes to receive the ownership interests from C.Chaux; W.Rivas and JMC Inv., is pursuant to this Agreement is subject to the accuracy of all C.Chaux; W.Rivas and JMC Inv., representations and warranties contained herein.

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9. Corporation's Representations. Notwithstanding the fact that the Agreement hereunder is being made by the parties individually, nevertheless, the parties warrant and represent that this transaction was duly acknowledged and approved by the Corporation.

10. Mutual Releases. Upon the Closing, Hasbun and Cortes will cause the Corporation to adopt this resolution releasing and discharging C.Chaux; W.Rivas and JMC Inv., from the date of incorporation to the Date of Closing and this Agreement will be deemed to provide that Hasbun and Cortes will release and discharge , C.Chaux; W.Rivas and JMC Inv., and will release and discharge the Corporation and each of its ownership interests, Officers and Directors from any claim or demand of any kind against them by the others. It is provided, however, that nothing herein shall affect the survival of the parties representations and warranties and obligations.

11. Capital Contributions, Loans Due and Pending Transactions:

11.1 Capital Contributions: All corresponding capital contributions are established as recorded in the final revised excel report of 08/25/06.

11.2 Outstanding Loans To UNIcasa Marketing Group (now UNIdos Holding LLC) and Marlio Chaux: All loans due from the corporation to UNIcasa Marketing Group (now UNIdos Holdings LLC) and Marlio Chaux, as established by 8/25/06 revised excel report will be reduced to \$10,000 by which the corporation agrees to pay via royalty fees to UNIcasa Franchising LLC upon fully executed contract between the corporation and UNIcasa Franchising LLC.

11.3 Listings, Under contract and Closed Transactions: Hasbun and Cortes agree to pay 70% from all transactions entered by June 30, 2006. Such commission will be used against

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any other vendor liability created prior to June 30, 2006. Remaining balance will be forwarded to UNIcasa Marketing Group, now UNIdos Holdings LLC.

12. Notices. Any notice under this Agreement shall be in writing and deemed to have been duly given if served by personal delivery, overnight courier, registered mail or certified mail return receipt requested, postage prepaid to the following respective addresses:

Carlos Chaux
39 Hoover Avenue
Passaic, New Jersey 07055
cchaux@unicasa.net

Ludvin Hasbun and Carroll Cortes
10400 NW 33rd Street
Suite 270
Doral, Florida 33172

or at such other address as the parties may specify by due notice to each other. Notices or other communications given by expedited (overnight) delivery or facsimile shall be deemed given on the next business day. Notices or other forms of communication sent in any other manner shall be deemed to have been given on the business day following the day of receipt.

13. Headings. The headings of the several sections of this Agreement are inserted for the convenience of reference only and are not intended to affect the meaning or interpretation of the Agreement.

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14. Counterparts. This Agreement may be executed in one or more counterparts and by facsimile, all of which when taken together shall constitute one instrument. The reproduction of signatures upon execution of this Agreement by means of a facsimile shall be treated as though such reproductions are executed originals and each party hereto shall provide the other parties with a copy of this Agreement bearing original signatures within five (5) days following transmission of any executed original by facsimile.

15. Waiver. No change or modification of this agreement shall be valid or binding upon the parties, nor shall any waiver or any term or condition be deemed a waiver of the term or condition in the future, unless the change or modification or waiver shall be in writing signed by the parties.

16. Binding and Benefit. This Agreement shall bind and benefit the respective parties hereto and each of their respective heirs, executors, administrators, successors and assigns.

17. Severability. If any provision of this Agreement, or the application of any such provisions to any person or circumstances, shall be held invalid, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby but shall continue in full force and effect.

18. Terms. Whenever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in either the masculine, the feminine or the neuter gender shall include the masculine, feminine and neuter.

19. Entire Agreement. This Agreement together with its exhibits constitutes the entire agreement among the Parties hereto with respect to the subject matter hereof and wholly cancels, terminates and supersedes all prior and contemporaneous agreements, understandings,


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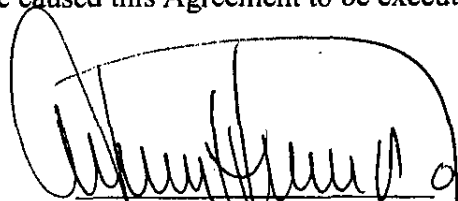
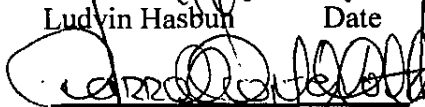
negotiations, and discussions, whether oral or written, of the parties with respect thereto. No amendment, modification or rescission of the Agreement shall be effective unless set forth in writing and signed by each party hereto. This Agreement supersedes any prior agreement between the parties with respect to the subject matter contained herein.

20. Law of Florida. This Agreement shall be subject to and governed by the law of the State of Florida irrespective of the fact that one or more of the parties hereto may be domiciliaries of a different state.

21. Survival. All provisions hereof which, by their nature, involve performance after the closing hereof, or which cannot be ascertained to have been fully performed until after the closing, shall survive the closing hereunder.

WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered all on the day and year first above written:


Carlos Chau
General Member
6.30.06
Date


Ludvin Hasbun
Date 06/30/06

Carroll Cortes
Date 06/30/06.

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OWNERSHIP AGREEMENT

AGREEMENT made as of this 25th day of August, 2006 by and between **Carlos Chaux** ("C. Chaux"), acting as General Member; **JMC Investments LLC** ("JMC Inv."); **Willie Rivas** ("W.Rivas"); **Ludvin Hasbun** ("L.Hasbun"); **Carroll Cortes** ("C.Cortes") collectively referred to sometimes as the "Owners."

WHEREAS, the Owners have held interests as members in La Florida Realty Limited Liability (LLC)

WHEREAS, the Owners wish to establish their respective ownership of the subject entity both retroactively and prospectively.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. **Entity**

Listed below is the entity that have (i) engaged in the past in the business of real estate services.

2. **Current Ownership**

<u>Entity</u>	<u>Current Ownership</u>	
La Florida Realty (LLC)	L. Hasbun	25%
	C. Cortes	75%

3. **Former Ownership**

At different points in time, the individuals and entities named herein have held different ownership positions in the entities name above. These ownership interests have been conveyed and transferred to result in the current ownership reflected above, in consideration of various agreements and understandings between the parties. Each of the parties to this Agreement acknowledges receipt of full consideration for any ownership interests conveyed.

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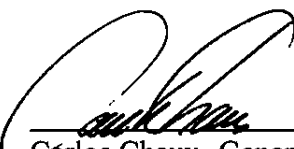
4. **Further Agreements**

The parties hereto agree to execute Operating Agreements for the limited liability companies described herein and to enter into such other agreements as are necessary to effectuate the intentions of the parties hereto. As to the intentions expressed herein, this Agreement supercedes all prior agreements and oral statements between the parties, including any prior representations, statements, conditions or warranties. The parties waive and release all claims to the ownership of the entities stated herein except as provided herein. The parties agree to enter into and execute such agreements as are deemed necessary to accurately reflect the ownership interests described herein and to correct any documents that exist that may contradict the statements contained herein.

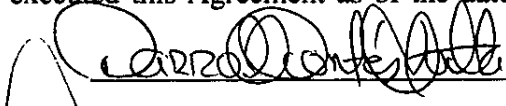
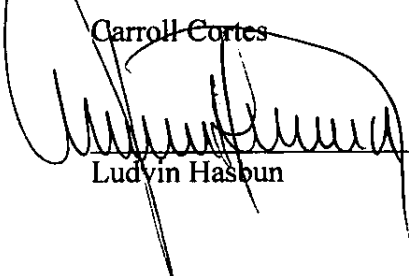
5. **Law, Jurisdiction and Venue**

All questions concerning the construction and liability of this Agreement shall be governed by the law of the State of Florida, any dispute arising from this Agreement shall be brought in a state or federal court located Florida. All parties waive objection to venue or inconvenient forum.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.


Carlos Chaux- General Manager

Ownership Agreement082506

 06/30/06
Carroll Cortes

Ludvin Hasoun

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