



2006 FOR PROFIT CORPORATION ANNUAL REPORT

FILED
Jan 30, 2006 8:00 am
Secretary of State

01-30-2006 90073 010 ***158.75

DOCUMENT # M27027 1. Entity Name MIAMI INTERCULINARY CENTER, INC.					
Principal Place of Business 3031 SW 28 LANE MIAMI, FL 33133 US			Mailing Address 3031 SW 28 LANE MIAMI, FL 33133 US		
2. Principal Place of Business Suite, Apt. #, etc.		3. Mailing Address Suite, Apt. #, etc.			
City & State		City & State		01242006 Chg-P CR2E034 (11/05)	
Zip Country		Zip Country		4. FEI Number 65-0055276	
5. Certificate of Status Desired <input checked="" type="checkbox"/> \$8.75 Additional Fee Required				Applied For <input type="checkbox"/> Not Applicable	
6. Name and Address of Current Registered Agent RAMIREZ, CESAR 13926 SW 160 TERRACE MIAMI, FL 33177			7. Name and Address of New Registered Agent 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. I am familiar with, and accept the obligations of registered agent.					
SIGNATURE _____ (NOTE: Registered Agent signature required when reinstating) DATE _____					
FILE NOW!!! FEE IS \$150.00 After May 1, 2006 Fee will be \$550.00		9. Election Campaign Financing Trust Fund Contribution. <input type="checkbox"/> \$5.00 May Be Added to Fees			
10. OFFICERS AND DIRECTORS			11. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 11		
TITLE NAME STREET ADDRESS CITY-ST-ZIP	PSD ROSS, MARGARITA <input checked="" type="checkbox"/> Delete 3850 CRAWFORD AVE. MIAMI, FL 33133		TITLE NAME STREET ADDRESS CITY-ST-ZIP	P Cesar Ramirez <input type="checkbox"/> Change <input checked="" type="checkbox"/> Addition 8275 SW 152 AV. D-111 Miami, FL. 33193	
TITLE NAME STREET ADDRESS CITY-ST-ZIP	MGRM RAMIREZ, CESAR <input checked="" type="checkbox"/> Delete 8275 SW 152 AV. #D-111 MIAMI, FL 33193		TITLE NAME STREET ADDRESS CITY-ST-ZIP	V Gretel Privat <input type="checkbox"/> Change <input checked="" type="checkbox"/> Addition 10897 NW 7th # 11 Miami, FL. 33172	
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Delete		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"/> Delete		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"/> Delete		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"/> Delete		TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition	
12. I hereby certify that the information supplied with this filing does not qualify for the exemptions contained in Chapter 119, 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 10 or Block 11 if changed, or on an attachment with an address, with all other like empowered.					
SIGNATURE: <u>Cesar Ramirez Cesar Ramirez</u> <small>SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER OR DIRECTOR</small>			01-22-06 305-442-3351 <small>Date Daytime Phone #</small>		

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MIAMI INTERCULINARY CENTER, INC DBA FLORIBBEAN
3031 SW 28 Ln. Miami, FL 33133

MINUTES OF SPECIAL SHAREHOLDER'S MEETING

Miami, 11/22/2005

A shareholder's meeting of Miami Interculinary Center, Inc. dba Floribbean was held at the corporation's main office 3031 SW 28 Lane Miami, FL 33133 on November 22nd, 2005 at 9:30 am.

Cesar Ramirez, Managing Partner and shareholder of the corporation called the shareholder's meeting to order.

On motion duly made, seconded and carried Gretel Privat was elected Chairman of the meeting and accepted her respective office.

Mrs. Privat noted that this was a special shareholder's meeting rightfully called by the directors pursuant to the bylaws of the corporation for the only following purpose:

NOMINATE AND ELECT NEW PRESIDENT OF MIAMI INTERCULINARY CENTER, INC.

WHEREAS:

Pursuant to this Redemption Agreement (herein attached) a document rightfully executed by 100% of the corporation's shareholder, Mrs. Margarita Ross redeemed her quote of stocks and stepped down as President of the corporation.

WHEREAS:

According to the Redemption Agreement Miami Interculinary Center, Inc. re-purchased 90% of Mrs. Ross' holding.

WHEREAS:

Mr. Cesar Ramirez, is the solely shareholder of the corporation and General Manager

THEREFORE, Upon motion duly made seconded and carried, Mr. Cesar Ramirez in this act is formally nominated and elected as President and Director of the corporation for the period of one year counted as of the date of execution of this document.

Thereupon, Mr. Ramirez nominated Mrs. Gretel Privat as Executive Vice President and General Manager of the corporation.

There being no further business to consider, the meeting was adjourned.

Dated: Miami, November 23rd. of November of 2005.

Cesar Ramirez

President

Corp. Seal



Gretel Privat

General Manager

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REDEMPTION AGREEMENT

THIS AGREEMENT, made and entered into this 21th day of November, 2005, by and between L. Margarita Ross (Ross) and Jacey Freeland, Trustee of the L. Margarita Ross Trust, dated September 9, 2005 (the "Trust"), (Ross and Trust being referred to herein as "the Seller"), Miami Interculinary Center, Inc., a Florida corporation (the Corporation) and Cesar Ramirez (Ramirez).

W I T N E S S E T H

WHEREAS, the Trust and Ramirez are the shareholders of the Corporation with the Trust the owner and holder of record of 90 shares of the issued and outstanding shares of the capital stock of the Corporation (the Shares) and Ramirez is the owner and holder of the remaining shares of the Corporation consisting of 10 shares of the issuing and outstanding stock of the Corporation; and

WHEREAS, the Corporation desires to repurchase the Shares, and the Seller desires to sell, or cause to be sold, the Shares upon the terms and subject to the conditions hereinafter set forth.

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

Section 1. Purchase and Sale; Closing.

1.1 Purchase and Sale of the Shares. Subject to the terms and conditions hereinafter set forth, at the closing of the transaction contemplated hereby, the Seller shall sell, convey and transfer the Shares and deliver to the Corporation certificates representing such stock, and the Corporation shall purchase from the Seller the Shares in consideration of the purchase price set forth in Section 1.2 of this Agreement. The certificates representing the Shares shall be duly endorsed for transfer or accompanied by appropriate stock transfer powers duly executed in blank.

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1.2 Purchase Price. As consideration for the Shares, the Corporation and Ramirez will release or cause to be released the Seller from the obligations and credit card debts listed under section 1.3 and any other debts of the Corporation that the Seller may be personally liable (the "Debts").

1.3 Payment of Purchase Price

(a) The Seller has personally guaranteed a \$20,000.00 SBA line of credit of the Corporation with Citibank at 2.5% plus prime and credit card debt with the following institutions:

Credit Card Debt Balances as of 10/05/2005

Institution	Credit Card Number Balance
Advanta Master Card	5584 1897 0420 8712 \$ 7,550.31
Visa Bank of America	4170 0801 1908 6864 \$ 5,596.12
Amex OPEN	3715 457271 41017 \$ 8,649.62
Amex Platinum	3782 041175 88006 \$ 0.00
Total	\$21,798.05

(b) Seller also has a loan outstanding from the Corporation in the amount of \$10,612. At the closing the Corporation shall issue a release to the Seller for such loan.

(c) This sale is conditioned on Seller (to the extent she has personally guaranteed such Citibank debt and credit card debts) being released from such debts and such loan and any other debts of the Corporation that the Seller may be personally liable. Ramirez will cause the Citibank debt to be paid off. In the case of the Citibank loan and credit cards debts such releases shall in a form satisfactory to Seller's attorney.

(d) As security for the timely performance of all of the Corporation's obligations under this Agreement, Seller retains and, until the Seller is released from all such debts and loans as provided for under this Agreement, all the Shares being sold to the Corporation under section 1.1 shall be held in escrow by the Seller's attorney, Jack Loving. Upon release of the Seller from the Debts and loan

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(to the satisfaction of Seller's attorney) the stock certificates being held in escrow representing such Shares shall be released to the Corporation. While the stock certificates are being held in escrow, the Corporation may sell up to one-third of such Shares provided that the following conditions are met: (1) no more than 50% but not in excess of \$10,000 of the consideration received by the Corporation for the sale of such Shares may be used for the working capital purposes of the Corporation; (2) the balance of the consideration but no less than 50% of the consideration received by the Corporation for sale of such shares shall be used to pay down the credit card debts and/or the Citibank loan; (3) the Shares sold and held in escrow may be voted by the purchaser of such Shares, subject to the forfeiture of such voting rights as provided for under Section 1.3(f); and (4) the purchaser of such Shares shall agree in writing that the stock certificates representing the Shares purchased will continue to be held in escrow as provided hereunder until the Seller has been released from the credit cards debts, the Citibank loan, and any other debts of the Corporation that the Seller may be personally liable.

(e) As further security for the release of the Seller from such debts and loan, Ramirez agrees to indemnify and hold the Seller harmless from any and all losses, claims, damages, liabilities and obligations incurred by the Seller for not being released from such debts and loan. Ramirez agrees to contribute \$20,000 to the capital of the Corporation with \$10,000 to be used to payoff the credit card debt, as provided below and the other \$10,000 to pay off a packer of the Corporation, Seven Keys. Ramirez will cause the Corporation to use the \$10,000 to pay off fully the Amex OPEN credit card debt and any remaining balance of the \$10,000 shall be applied against the Advanta Master Card debt. At the closing all the credit cards will be terminated and surrendered to Seller. No further amounts will be charge on any of the credit cards or on the Citibank line of credit.

(f) Ramirez, as President of the Corporation, will cause the Corporation to make the following payments: (1) SBA line of credit with Citibank. The Corporation shall pay \$500 per month for seven consecutive months beginning on January 1, 2006 and to July 31, 2006. Thereafter, the remaining balance on the line of credit after payment of the July 31, 2006 payment shall be amortized over eleven months (but at a rate of no less than \$1,500 plus the interest on the line of credit each month) with the first payment beginning on August 31, 2006. (2) Credit card debts. For the sixty-day period beginning the day after Closing, the minimum payment required on each credit card shall be paid. Sixty days after Closing \$1,500 plus interest shall be paid each month to pay off the remaining

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credit card balances. Ramirez shall also cause the Corporation to provide quarterly financial statements prepared by the accountant to the Seller for as long as the Shares are held in escrow by Seller's attorney. In the event that the Corporation fails to make payment as provided herein, then the Seller shall be entitled to vote the Shares held in escrow. If the default in payment continues for 60 days, then the escrow shall terminate and the Shares released back to Seller. In the event that the Seller has not been released from such Debts by the end of two-years after the date of this Agreement, then the escrow shall expire and the Shares will be returned to Seller.

Section 2. Conduct of the Corporation's Business Pending Seller's Release. From the date hereof until the Seller has been released from such debts and loan, and except as otherwise consented to or approved by Seller, the Corporation and Ramirez covenant and agree as follows:

2.1 Regular Course of Business. The Corporation will operate its business in accordance with the reasonable judgment of its management diligently and in good faith, consistent with past management practices, and the Corporation will continue to use its reasonable efforts to preserve its present relationships with persons having business dealings with it.

2.2 Distributions. The Corporation will not declare, pay, or set aside for payment any dividend or other distribution in respect of its capital stock.

2.3 Capital Changes. The Corporation will not issue any shares of its stock, or issue or sell any securities convertible into, or exchangeable for, or options, warrants to purchase, or rights to subscribe to, any shares of its stock or subdivide or in any way reclassify any shares of its capital stock, or repurchase reacquire, cancel, or redeem any such shares.

2.4 Assets. The assets, property, and rights now owned by the Corporation will be used, preserved, and maintained, as far as practicable, in the ordinary course of business, to the same extent and in the same condition as said assets, property, and rights are on the date of this Agreement, and no unusual or novel methods of manufacture, purchase, sale, management, or operation of said properties or business or accumulation or valuation of inventory will be made or instituted. Without the prior consent of Seller, the Corporation will not encumber any of its assets or make any commitments relating to such assets, property, or business, except in the ordinary course of its business.

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2.5 Insurance. The Corporation will keep or cause to be kept in effect and undiminished the insurance now in effect on its various properties and assets.

2.6 No Violations. The Corporation will comply in all material respects with all statutes, laws, ordinances, rules, and regulations applicable to it in the ordinary course of business.

Section 3 Representations and Warranties.

3.1 Corporation represents and warrants as follows:

(a) Organization and Standing. Corporation (i) is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, (ii) has the full and unrestricted corporate power and corporate authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and (iii) has the full and unrestricted corporate power and authority to own, operate and lease its properties and to carry on its business.

(b) Authorization. The execution and delivery of this Agreement by Corporation, and the consummation by Corporation of the transactions contemplated hereby, have been duly and validly authorized by all necessary corporate or other action on the part of Corporation.

(c) Binding Obligation. This Agreement has been duly executed and delivered by Corporation and constitutes Corporation's legal, valid and binding obligation, enforceable against Corporation in accordance with and subject to its terms, subject to applicable bankruptcy, insolvency, moratorium or other similar laws relating to creditors' rights and general principles of equity.

3.2 Seller represents and warrants as follows:

(a) Shares. Seller has, and on the closing date will have, full legal authority to sell the shares covered by this Agreement, free and clear of all liens, claims, equities, and encumbrances, and that she will deliver the certificates therefore to Corporation on the closing date.

(b) Resignation. At closing Seller will resign as an officer and director of the Corporation.

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(c) Noncompetition. Seller hereby covenants and agrees that for a period of three years from this date, the Seller will not operate a food processing business similar to the Corporation nor function as a principal or as an employee of any food processing business similar to Corporation within Dade, Broward, or Palm Beach Counties, Florida.

Section 4. Closing.

4.1 Time, Place, and Manner of Closing. The closing ("Closing") will be held at the offices of Jack R. Loving, or such other place as the parties may agree, on November , 2005, or as soon as practicable. At the Closing the parties to this Agreement will exchange certificates, Notes, Guaranties, and other instruments and documents in order to determine whether the terms and conditions of this Agreement have been satisfied. Upon the determination of each party that its conditions to consummate this purchase have been satisfied or waived, Seller shall deliver to Jack Loving the certificate(s) evidencing the Shares, duly endorsed for transfer, and Corporation shall deliver to Seller the Note referred to in Section 1.3, in a manner to be agreed upon by the parties. After the Closing, Corporation will execute, deliver, and acknowledge all such further instruments of transfer and conveyance and will perform all such other acts as Seller may reasonably request to effectively transfer the Shares.

4.2 Consummation of Closing. All acts, deliveries, and confirmations comprising the Closing regardless of chronological sequence shall be deemed to occur contemporaneously and simultaneously upon the occurrence of the last act, delivery, or confirmation of the Closing and none of such acts, deliveries, or confirmations shall be effective unless and until the last of the same shall have occurred. The time of the Closing has been scheduled to correspond with the close of business at the principal office of the Corporation and, regardless of when the last act, delivery, or confirmation of the Closing shall take place, the transfer of the Shares shall be deemed to occur as of the close of business at the principal office of the Corporation on the date of the Closing.

Section 5. Miscellaneous Provisions.

5.1 Entire Agreement. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

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5.2 Agreement Binding. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

5.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

5.4 Arbitration. If at any time during the term of this Agreement any dispute, difference, or disagreement shall arise upon or in respect of the Agreement, and the meaning and construction hereof, every such dispute, difference, and disagreement shall be referred to a single arbiter agreed upon by the parties, or if no single arbiter can be agreed upon, an arbiter or arbiters shall be selected in accordance with the rules of the American Arbitration Association and such dispute, difference, or disagreement shall be settled by arbitration in accordance with the then prevailing commercial rules of the American Arbitration Association, and judgment upon the award rendered by the arbiter may be entered in any court having jurisdiction thereof.

5.5 Presumption. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

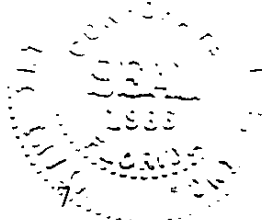
5.6 Further Action. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of the Agreement.

5.7 Parties in Interest. Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.

5.8 Savings Clause. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

CORPORATION
Miami Interculinary Center, Inc.

by: Cesar Ramirez
Cesar Ramirez President



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SELLER

L. Margarita Ross

L. Margarita Ross

Jacey Freeland, Trustee

Jacey Freeland, Trustee of the L.

Margarita Ross Trust, dated September 9, 2005

CESAR RAMIREZ

Cesar Ramirez