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SECRETARY OF STATE
TALLAHASSEE, FL

A. Butler

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: One World Travel, Inc.
DOCUMENT NUMBER: P02000005900

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

Please return all correspondence concerning this matter to the following:

Julio Gutierrez
Name of Contact Person
Law Office of Julio Gutierrez, P.A.
Firm/ Company
2464 SW 137 Avenue
Address
Miami, FL 33175
City/ State and Zip Code
jgpa@msn.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Julio Gutierrez at (305) 325-8600
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 checked="" type="checkbox"/> \$35 Filing Fee	<input checked="" type="checkbox"/> \$43.75 Filing Fee & Certificate of Status	<input type="checkbox"/> \$43.75 Filing Fee & Certified Copy (Additional copy is enclosed)	<input type="checkbox"/> \$52.50 Filing Fee Certificate of Status Certified Copy (Additional Copy is enclosed)
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Mailing Address
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address
Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

Articles of Amendment
to
Articles of Incorporation
of

FILED

One World Travel, Inc.

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

P02000005900

(Document Number of Corporation)

2021 MAR -1 PM 3:57
SECRETARY OF STATE
TALLAHASSEE, FL

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**)

11330 SW 69 Lane

Miami, FL 33173

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

11330 SW 69 Lane

Miami, FL 33173

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

Maria Elena Ocampo-Ortiz

11330 SW 69 Lane

(Florida street address)

New Registered Office Address:

Miami

(City)

Florida 33173

(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

Check if applicable

☐ The amendment(s) is/are being filed pursuant to s. 607.0120 (11) (e), F.S.

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) <input type="checkbox"/> Change	<u>PT</u>	<u>ELDA R MALDONADO</u>	<u>7440 S.W. 99TH ST</u>
<input type="checkbox"/> Add			<u>PINECREST, FL 33156</u>
<input checked="" type="checkbox"/> Remove			
2) <input type="checkbox"/> Change	<u>VS</u>	<u>JORGE G MALDONADO</u>	<u>7440 S.W. 99TH ST</u>
<input type="checkbox"/> Add			<u>PINECREST, FL 33156</u>
<input checked="" type="checkbox"/> Remove			
3) <input type="checkbox"/> Change			
<input type="checkbox"/> Add			
<input type="checkbox"/> Remove			
4) <input type="checkbox"/> Change	<u>PS</u>	<u>Maria Elena Ocampo-Ortiz</u>	<u>11330 SW 69 Lane</u>
<input checked="" type="checkbox"/> Add			<u>Miami, FL 33173</u>
<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			

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

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

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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)

February 5, 2021

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

February 24, 2021

Effective date if applicable: _____
(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 incorporators, or board of directors without shareholder action and shareholder action was not required.
- ☒ 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)

02/24/2021

Dated _____

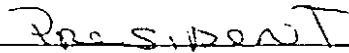
Signature



(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)

Maria Elena Ocampo-Ortiz

(Typed or printed name of person signing)



(Title of person signing)

CORPORATE RESOLUTIONS

Resolution Authorizing the Purchase of a Business

WHEREAS, the Corporation has decided to sell the corporation; and

WHEREAS, Jorge G. Maldonado owns the business called **One World Travel, Inc.**, a Florida for-profit corporation,

WHEREAS, in the opinion of the Board, it is in the best interests of the Corporation and its shareholders for the Corporation to sell the business called **One World Travel, Inc.**, a Florida for-profit corporation, to **Maria Elena Ocampo-Ortiz**, pursuant to the terms of the Agreement; be it:


RESOLVED, that the corporation offer to sell the business known as **One World Travel, Inc.**, a Florida for-profit corporation, more fully described in the purchase and sale contract for the sum of **ONE DOLLARS AND NO/100 (\$1.00)** (the "Purchase Price"). This sum shall be paid in Miami, Florida;

RESOLVED, that the Board members hereby unanimously approved the sale of the business in accordance with the Agreement; and

RESOLVED FURTHER, that upon the Board's approval, the Vice-President/Secretary of the Corporation undertake all acts and execute all documents as necessary to consummate said transaction upon its terms, and is hereby instructed to represent **One World Travel, Inc.** at the closing of this transaction, sign all documents for **One World Travel, Inc.**, during the closing, and represent **One World Travel, Inc.** to sign all documents on its behalf.

Jorge G. Maldonado, by his signature below, hereby certifies that he is the duly elected and qualified Vice-President/Secretary and the custodian of the books and records and seal of **Francisca Envios, Inc.**, a corporation duly formed pursuant to the laws of the state of Florida and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on February 5, 2021, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, the undersigned execute these resolutions as of this __5th__ day of February, 2021.



Jorge G. Maldonado, Vice-President/Secretary

02-18-2021

CONTRACT FOR PURCHASE AND SALE OF BUSINESS

THIS AGREEMENT entered into this 5th day of February, 2021, by and between, Jorge G. Maldonado, shareholder of **One World Travel, Inc., a for profit corporation**, of Miami, Miami-Dade County, Florida, hereinafter, "Seller", and Maria Elena Ocampo-Ortiz, hereinafter "Buyer", at Miami, Dade County, Florida.

WITNESSETH:

WHEREAS, the Seller owns a business, to wit: **One World Travel, Inc.**, business located at 7440 SW 99 Street, Pinecrest, FL 33156; and

WHEREAS, the Buyer desires to purchase and the Seller desires to sell, free from all liability, all of the Seller's rights, title and interest to the business **One World Travel, Inc.**, along with all the assets of the business ("business assets") including, but not limited to the assets described herein and made a part hereof, goodwill, the name of the business: **One World Travel, Inc.**, any licenses and assignable licenses, computer equipment (already transferred), client list, 2 boxes of documents (already transferred), telephone number of the business, the rights to domain: **oneworldcruises.com**, collectively referred to hereinafter "Business Assets". All Business Assets are sold in "as is" condition.

NOW THEREFORE, the parties agree in exchange of the mutual covenants, promises and consideration, receipt of which is acknowledged, the parties have agreed as follows:

1. PURCHASE AND DELIVERY OF ASSETS.

Buyer agrees to purchase and Seller agrees to sell the following:

All of Seller's rights, title and interest to the business, to wit: **One World Travel, Inc.**, business, and the Business Assets, which include the following: the name of the business: **One World Travel, Inc.**, any licenses and assignable licenses, if any, computer equipment (already transferred), client list, 2 boxes of documents (already transferred), telephone number of the business, the rights to domain: **oneworldcruises.com**,

The following property is specifically included in the purchase: **One World Travel, Inc.**, current telephone number, trade name, logos and marketing of the name **One World Travel, Inc.**

2. PURCHASE PRICE AND TERMS.

The total purchase price for the Business Assets sold pursuant to the terms of this Agreement is: **One Dollar (\$1.00)**, payable to Seller at closing, by check.

ME Buyer's Initials
JM Seller's Initials

One World Travel, Inc.

3. **CLOSING.**

The parties shall close the transaction immediately

4. **SELLER'S OBLIGATION TO PROVIDE INFORMATION.**

Seller shall notify Buyer's attorney of the existence of any and all mortgages, liens, UCC-1 or any other matter affecting the assets and/or property, leasehold interest, that are the subject of this Agreement, whether said information is recorded or not. Seller indicates that there are none.

5. **DOCUMENTS.**

On the closing date, hereinafter described, Seller shall deliver to Buyer a notarized bill of sale conveying to the Buyer the above assets and a sales transfer affidavit showing no exceptions.

- a. A corporate Resolution authorizing sale of all the company assets subject of this Agreement. Said resolution must state the member with authority to convey the assets being sold herein.

6. **Deleted.**

7. **REPRESENTATIONS AND WARRANTIES AS TO DEBTS AND LIABILITIES.**

Seller shall pay all the debts and liabilities incurred in connection with its business prior to the closing date, none of which are being assumed by the Buyer. The parties intend for Buyer to acquire ownership of the assets being purchased herein free and clear of all claims, and Seller warrants and represents that this shall be accomplished without expense or liability to Buyer. Seller shall be fully liable for all debts and obligations of the business prior to the Closing, none of which are being assumed by the Buyer. This covenant shall survive the Closing of the transaction and the seller shall be responsible, even if the debt was not disclosed. **Any credits that are due to the seller, shall be given to the Seller immediately after receipt by the company.**

8. **OTHER REPRESENTATIONS AND WARRANTIES OF SELLER.**

The Seller represents and warrants to the Buyer the following facts with the knowledge that the Buyer is purchasing Seller's Business that:

- a. Seller has good and marketable title to the Business, and will convey the same to Buyer free and clear of all encumbrances; and
- b. All payroll and other taxes incurred by Seller will be paid or provided for as of the date of closing and that to the best of Seller's knowledge and belief, all tax returns required to be made by Seller have been properly filed as provided by law. That all

MDD Buyer's Initials

JM Seller's Initials

One World Travel, Inc.

licenses issued to the above named business are in good standing and there are no violations of same. That to the best of Seller's knowledge he has complied with all applicable Federal, State and Local rules and regulations and to conform with all building, plumbing, electrical, fire, sanitation, zoning and department regulations; and

- c. There are no litigations or claims of any nature whatsoever pending or threatening against the Seller, that Seller does not know or have reasonable grounds to know of any basis for any such actions, and that no material facts regarding Seller has been omitted which would reasonably affect a reasonable investor's decision to purchase the assets being sold to Buyer herein; and
- d. Seller represents and warrants that the Business Assets being sold herein have not been listed with any broker to whom Seller owes a commission. In the event that this business has been listed with a broker for its sale and that said broker files a claim for commissions, the sum of such claim shall be held in escrow by Buyer's Attorney until settlement by the Seller with such broker, if any, has been made and adequate substantiation of settlement and release has been provided to the Buyer; and all of the above representations shall survive the closing of the transaction.

9. **ASSIGNMENT.**

~~This Agreement shall be freely assignable by the Buyer.~~

10. **PRORATIONS.**

Taxes, assessments, licenses, insurance and any other relevant expense of revenue of said business shall be prorated as of the date of closing.

11. **INDEMNITY.**

Seller agrees to indemnify and hold harmless the Buyer from any and all losses or additional expenses resulting from any substantial misrepresentation or breach of warranty made herein, including the expense and legal fees and court costs (through appellate levels) that might be incurred because of such substantial misrepresentation or breach. The indemnity shall survive the closing of the transaction.

12. **BENEFIT OF AGREEMENT.**

The terms of this Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the parties hereto.

MDD Buyer's Initials
JM Seller's Initials

One World Travel, Inc.

13. **EFFECTIVE DATE.**

The effective date or date of this Agreement shall be the date in which the last of the parties executes this Agreement.

14. **ONE AGREEMENT.**

It is hereby distinctly and clearly understood by all parties to this transaction that there are no promises, inducements, that there are no assurances, guarantees, that there are no warranties, representations, solicitations, expressed or implied, oral or written, except those cited and contained herein. This Agreement may not be amended, changed, altered or modified except by an instrument in writing signed by all the parties.

15. **LEGAL REPRESENTATION.**

The buyer is being exclusively represented by Julio Gutierrez and Seller acknowledges that Seller is not represented with regards to the present transaction.

16. **ATTORNEYS' FEES AND COSTS.**

In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees, including those at appellate levels.

17. **GOVERNING LAWS AND VENUE.**

This Agreement shall be governed by and construed under the Uniform Commercial Code of the State of Florida and other applicable laws of the State of Florida and venue for any legal action arising hereunder shall be Miami- Dade County, Florida.

18. **PREPARATION OF AGREEMENT.**

It is stipulated by the parties that although this agreement, while it may be finalized upon the stationery of counsel for one party, has been negotiated both as to substance and as to form by both parties. It is not to be construed in favor or against either party by reason of the scrivener writing of any particular provision or the stationery upon which it was finalized.

WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Agreement in an original and counterparts, each of which counterpart shall constitute an original.

MLO Buyer's Initials

JPL Seller's Initials

One World Travel, Inc.

Date executed by Seller:

02-18-2021

One World Travel, Inc.,
a for profit corporation

BY: 

Jorge G. Maldonado
Vice President/Secretary

Date executed by Buyer:

2-5-2021

By: 
María Elena Ocampo-Ortiz

ME Buyer's Initials

JM Seller's Initials

One World Travel, Inc.