

PO2000.125725

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

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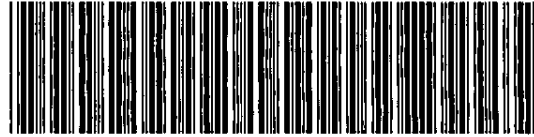
(Business Entity Name)

(Document Number)

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14 APR -8 PM 1:58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

APPROVED
AND
FILED

C. LEWIS

APR 15 2014

EXAMINER

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: PLAYCARE CENTER SCHOOL INC

DOCUMENT NUMBER: P02000125725

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

Please return all correspondence concerning this matter to the following:

ANDREINA MARQUEZ

Name of Contact Person

Firm/ Company

11384 NW 87th LN

Address

DORAL, FL 33178

City/ State and Zip Code

andremb1@yahoo.com

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

For further information concerning this matter, please call:

ANDREINA MARQUEZ

Name of Contact Person

at (786) 4317405

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

APPROVED
AND
FILED

Articles of Amendment
to
Articles of Incorporation
of

14 APR -8 PM 1:58

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PLAYCARE CENTER SCHOOL INC

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

P02000125725

(Document Number of Corporation (if known))

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:

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 <input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove	<u>TD</u>	<u>MARQUEZ ANDREINA</u>	<u>11376 NW 84th</u> <u>TEER, DORAL</u> <u>FL 33178</u>
2) <input type="checkbox"/> Change <input type="checkbox"/> Add <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)

Article ~~2~~

Add

El Caribe Hoy Newspaper, INC. 100% shares

Remove And Cancel shares

Kyase Corporation

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)

Contract signed Attached provides
for The Cancellation of shares
to Kyase Corporation And Issuance
of 100% shares to EL Caribe Hoy Newspaper
Newspaper INC.

APPROVED
AND
FILED

The date of each amendment(s) adoption: 14 APR -8 PM 1:58, if other than the date this document was signed.

Effective date if applicable: SEPTEMBER 30, 2013 SECRETARY OF STATE
LANHAM, FLORIDA
(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 04/03/2014

Signature

[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)

ANDREINA MARQUEZ

(Typed or printed name of person signing)

DIRECTOR

(Title of person signing)

ASSIGNMENT OF SHARES AND ESTABLISHMENT OF DEBT

This Agreement ("Agreement") is entered into as of September 30, 2013 by and between Kyase Corporation ("Seller") and Caribe Hoy Newspaper, Inc. ("Purchaser"). Purchaser and Seller may collectively be referred to as the "Parties."

WHEREAS, Seller is the record owner and holder of shares of the capital stock of Playcare Center School, Inc. (the "Company"), a Florida Corporation; and

WHEREAS, the Parties desire to enter into this Agreement pursuant to which Purchaser will purchase from Seller shares of capital stock of the Company in exchange for cancellation of debt owed to Caribe Hoy Newspaper, Inc.

NOW, THEREFORE, in consideration for the promises set forth in this Agreement, the Parties agree as follows:

- 1. PURCHASE AND SALE:** Subject to the terms and conditions set forth in this Agreement, Purchaser hereby agrees to purchase from Seller, and Seller hereby agrees to sell, transfer and convey to the Purchaser Forty Nine (49) shares of stock of the Company (the "Stock").
- 2. PURCHASE PRICE:** The purchase price for each share of Stock shall be in the form of cancellation of debt owed to Caribe Hoy Newspaper, Inc. The amount owed to Caribe Hoy Newspaper, Inc. is \$72,458.37 (Seventy Two Thousand Four Hundred Fifty-Eight Dollars and Thirty Seven Cents), (the "Purchase Price"), the stock will be exchanged for the cancellation of debt at the closing. It is understood by both parties that the purchase price is based upon the debt owed by Kyase Corporation ("Seller") to Caribe Hoy Newspaper, Inc. ("Purchaser"). Kyase Corporation, Andreina Marquez and Jose Manuel Fernandez will be indemnified of any legal actions commenced after the signing of this contract, and will not be held responsible for debt owed for the lease of Playcare Center School, Inc. All monies contributed by Kyase are taken into account.
- 3.** It is understood that Playcare Center School Inc. is a Plaintiff in an action involving the construction of the daycare. Although Kyase Corporation is assigning its shares to Caribe Hoy Newspaper, Inc., it shall retain an interest in any judgments collected by Playcare Center School, Inc. If any monies are collected in any future judgment involving Case No. 2012-23663-CA-27, the above debt and any costs or attorneys' fees associated with Case No. 2012-23663-CA 27 will first be deducted from the total monies collected and paid to Caribe Hoy Newspaper, Inc. before Kyase Corporation is able to collect its portion of the judgment.

4. **CLOSING:** The closing contemplated by this Agreement for the transfer of the Stock shall take place at Playcare Center School, 14709 SW 42nd ST # 301
Miami, FL 33185, on September 30th, 2013 (the "Closing"). The certificates representing the Stock shall be duly endorsed for transfer or accompanied by an appropriate stock transfer.
5. **REPRESENTATIONS AND WARRANTIES OF SELLER:** Seller hereby warrants and represents that:
- (a) **Restrictions on Stock.** The Seller is not a party to any agreements that create rights or obligations in the Stock relating to any third party including voting or stockholder agreements. The Seller is the lawful owner of the Stock, free and clear of any encumbrances, security interests or liens of any kind and has full power and authority to sell and transfer the Stock as contemplated in this Agreement.
 - (b) **Organization and Standing.** To the Seller's knowledge, the Company is duly organized, validly existing and in good standing under the laws of the State of Florida and has full power and authority to own and operate its property and assets and to carry on its business as presently conducted.
6. **SEVERABILITY:** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
7. **BINDING EFFECT:** The covenants and conditions contained in this Agreement shall apply to and bind the parties and the heirs, legal representatives, successors and permitted assigns of the Parties.
8. **BROKER'S FEES:** The Parties represent that there has been no act in connection with the transactions contemplated in this Agreement that would give rise to a valid claim against either party for a broker's fee, finder's fee or other similar payment.
9. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both the Seller and Purchaser.
10. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

11. **NOTICE:** Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service:

(a) **If to Purchaser:**

Caribe Hoy Newspaper, Inc.
8860 NW 115th Court
Doral, Florida 33178

(b) **If to Seller:**

Kyase Corporation
2500 NW 79th Avenue
Doral, Florida 33122

12. **WAIVER:** The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

PURCHASER:

Caribe Hoy Newspaper, Inc.

JOSE LUIS GARCIA FERNANDEZ
(Name)

Director
(Position)

SELLER:

Kyase Corporation

JOSE MANUEL FERNANDEZ
(Name)

DIRECTOR
(Position)



This 30th day
of September
2013, by
Jose Luis Garcia Fernandez
+ Jose Manuel Fernandez
Who did take
the oath