

PD4000071580

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

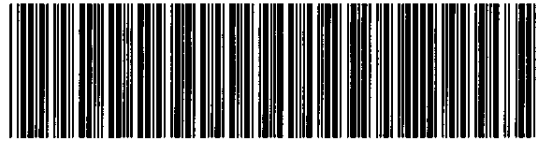
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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04/11/07--01006--007 **35.00

FILED
07 APR -9 PM 1:31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Amend
sf



FLORIDA DEPARTMENT OF STATE
Division of Corporations

April 3, 2007

Rafael A. Borge
Jireh Real Estate Investment Group, Inc.
1141 - 96th Street, Suite #205
Bay Harbor Island, FL 33154

SUBJECT: JIREH REAL ESTATE INVESTMENT GROUP, INC.
Ref. Number: P04000071580

We have received your document for JIREH REAL ESTATE INVESTMENT GROUP, INC., however, upon receipt of your document no check was enclosed. Please return your **document** along with a **check** or **money order** made payable to the Department of State for \$35.00.

If the corporation is a **PROFIT** corporation it must be signed 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.

If the corporation is a **NOT FOR PROFIT** corporation it must be signed by the chairman or vice chairman of the board, president or other officer - if directors have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary, by that fiduciary.

Please return a copy of this letter along with your document to ensure proper handling.

If you have any questions concerning this matter, please either respond in writing or call (850) 245-6901.

Susan Payne
Senior Section Administrator

Letter Number: 607A00022461

RECEIVED
07 APR -9 AM 8:00
DIVISION OF CORPORATIONS

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: JIREH REAL ESTATE INVESTMENT GROUP, INC.

DOCUMENT NUMBER: P04000071580

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

Please return all correspondence concerning this matter to the following:

RAFAEL A. BORGE

(Name of Contact Person)

JIREH REAL ESTATE INVESTMENT GROUP, INC

(Firm/ Company)

1141 - 96TH STREET, SUITE #205

(Address)

BAY HARBOR ISLANDS, FLORIDA 33154

(City/ State and Zip Code)

For further information concerning this matter, please call:

RAFAEL A. BORGE

(Name of Contact Person)

at (305) 868-8866/582-2731

(Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

☒ \$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

Articles of Amendment
to
Articles of Incorporation
of

FILED

07 APR -9 PM 1:31

JIREH REAL ESTATE INVESTMENT GROUP, INC.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

P04000071580

(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:

NEW CORPORATE NAME (if changing):

(Must contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.")
(A professional corporation must contain the word "chartered," "professional association," or the abbreviation "P.A.")

AMENDMENTS ADOPTED- (OTHER THAN NAME CHANGE) Indicate Article Number(s) and/or Article Title(s) being amended, added or deleted: (**BE SPECIFIC**)

ARTICLE VIII

DELETE: MR. CARSTEN LOELKE (FROM DIRECTOR)

1141 - 96TH STREET, #205

BAY HARBOR ISLANDS, FLA 33154

AD: MRS. AURA ROXANA ROJAS (AS DIRECTOR)

1141 - 96TH STREET, #205

BAY HARBOR ISLANDS, FL. 33154

(Attach additional pages if necessary)

If an amendment provides for 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)

EFFECTIVE MARCH 9, 2007, RAFAEL A. BORGE SHALL BE THE ONLY

SHARE HOLDER OF THIS COMPANY WITH 100% OWNERSHIP (SEE

ATTACHED PURCHASE AGREEMENT)

(continued)

The date of each amendment(s) adoption: MARCH 26, 2007

Effective date if applicable: MARCH 26, 2007
(no more than 90 days after amendment file date)

Adoption of Amendment(s) **(CHECK ONE)**

☒ The amendment(s) was/were approved 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.

Signature

Rafael A. Borge / Nidia Borge

(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)

RAFAEL A. BORGE / NIDIA BORGE

(Typed or printed name of person signing)

SHARE HOLDER/REGISTER AGENT / PRESIDENT

(Title of person signing)

FILING FEE: \$35

STOCK PURCHASE AGREEMENT

THIS AGREEMENT made and entered into this 9 day of March, 2007, by and between the Benjamin Oner (hereinafter referred to as "Seller") and JIREH REAL ESTATE INVESTMENT GROUP, INC., a Florida corporation, (hereinafter referred to as the "Corporation"), and RAFAEL A. BORGE (hereinafter referred to as the "Purchaser"):

WITNESETH

WHEREAS, the Seller is the owner of Four Hundred Fifty (450) of the issued and outstanding shares of the Corporation; and

WHEREAS, the Purchaser desires to purchase from Seller, and the Seller desires to sell to the Purchaser all of Seller's shares in the corporation, subject to the terms of conditions hereinafter set forth; and

WHEREAS, the parties are desirous of documenting their representations, warranties, covenants, agreements and conditions relating to such purchase and sale in a written agreement; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The above recitals are true and correct.

2. SALE AND PURCHASE OF STOCK. On the terms and subject to the conditions set forth in this Agreement, the Seller hereby agrees to sell, assign and transfer to Purchaser and the Purchaser agrees to purchase from the Seller, on the Closing Date (as hereinafter defined), all of Seller's shares in the Corporation, owned by Seller.

3. PURCHASE PRICE. The purchase price for the Shares shall be FIFTY THOUSAND DOLLARS (\$50,000.00) (hereinafter referred to as the "Purchase Price"). The Purchase Price shall be paid at Closing.

The Purchaser and the Seller hereby agree that the Stockholder's Agreement executed by the parties shall be considered null and void as to the Seller, effective upon the Closing Date (hereinafter defined).

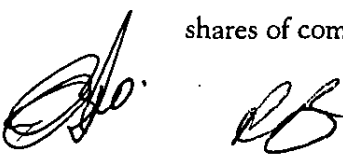
4. TERMS OF PAYMENT. Commencing thirty (30) days from the date of closing and continuing thereafter, Purchaser shall pay to Seller the sum of Five hundred and --- 00/100 dollars (\$500.00) per month for sixty (60) months. After sixty (60) months, the balance of the purchase price shall be paid in full. There shall be no prepayment penalty and no interest shall be charged. Purchaser shall execute and deliver a note for the payments due.

5. LICENSES. Seller shall have the right to keep his real estate license with the Corporation for so long as the corporation continues in business as a real estate agency.

6. REPRESENTATIONS AND WARRANTIES. The Seller and the Purchaser represent and warrant the following:

(a) The Corporation is duly organized, existing and in good standing under the laws of the State of Florida.

(b) The authorized capital of the Corporation consists of One Thousand (1,000) shares of common stock, \$1.00 par value, of which One Thousand (1,000) shares are issued and



outstanding. Such authorized shares constitute all of the outstanding equity securities of every class or kind of the Corporation and all of the Shares owned by Seller are duly authorized, validly issued, fully paid and non-assessable.

7. CLOSING PROCEDURES. At Closing, the Seller shall deliver to the Purchaser, Seller's certificate(s) representing Four hundred fifty (450) of the Shares of the Corporation, owned by Seller, which certificates shall be duly endorsed in blank by the Seller, or, in lieu thereof, shall have affixed thereto a stock power executed in blank and in proper form for transfer. The Seller's stock certificate shall be free and clear of any encumbrances, except as set forth in this agreement. At Closing, Seller shall execute and deliver to the Purchaser a note upon the terms and conditions set forth above.

8. CLOSING DATE. The Closing shall take place on or before March ^{7th} 9, 2007, unless extended by mutual agreement of the parties.

9. EXPENSES. Except as otherwise provided herein, the Purchaser and the Seller shall each pay their own expenses, if any, in connection with the execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby.

10. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the Seller and his heirs, executors, personal representatives and successors. This Agreement is not assignable by the Seller, without the prior written consent of the Purchaser. This Agreement is not assignable by the Purchaser without the prior consent of the Seller.

11. NOTICES. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly made or given certified mail, return receipt requested, as follows:

If to the Seller, as follows:

110 Island Drive
Key Biscayne, FL 33149

If to the Purchaser, as follows:

9080 North Miami Ave
Miami, FL 33150

With copies to:

DAVID S. KAUFMAN, ESQ.
9700 South Dixie Highway #530
Miami, FL 33156

12. ATTORNEYS AND CONFLICT OF INTEREST. Each of the parties has had the opportunity to have their own independent counsel review and consult regarding this agreement and any documents need for closing and specifically waives any claim of non-representation.

It is acknowledged by all parties that David S. Kaufman, Esq. has represented both Seller and Purchaser in real estate and related matters. Each party hereto waives any objection to any involvement by David S. Kaufman in this transaction.

13. COMPLETE AGREEMENT. This Agreement contains the entire Agreement between the parties with respect to the transactions contemplated herein and may be amended, modified and supplemented only by a written instrument signed by all of the parties hereto. This

Agreement may be executed simultaneously in two or more counterparts, each of which shall constitute but one and the same instrument.

14. GOVERNING LAW. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

15. ACTIONS BY CORPORATION PRIOR TO CLOSING. Between the date hereof and the Closing Date, the Corporation shall not, except with the prior written consent of the Seller, cause the Corporation to:

(a) Declare or make any payments in cash or property as dividends or distributions with respect to its capital stock, our purchase or redeem any of its outstanding shares.

(b) Pay any of the Corporation's liabilities, except in the ordinary course of business.

Between the date hereof and the Closing Date, the Corporation shall:

(a) Make its best effort to take any and all appropriate action necessary to maintain the present conduct of the business of the Corporation;

(b) Perform all conditions required to be performed by the Corporation prior to the Closing Date.

15. CONDITIONS PRECEDENT. The obligation of the Purchaser to purchase the Shares in accordance herewith shall be subject to the representations and warranties of the Seller and the Corporation being true and correct on the Closing Date.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

SELLER:


BENJAMIN O'CONNER

FDL 0256-061-44-A
2-22-44
2-22-11

PURCHASER:


RAFAEL BORGE

FDL B620-721-56-388
10-28-56
10-28-08

Agreed and accepted:

JIREH REAL ESTATE INVESTMENT GROUP, INC.,
A Florida corporation

by 

RAFAEL BORGE, President

