

P05 000 115 207

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

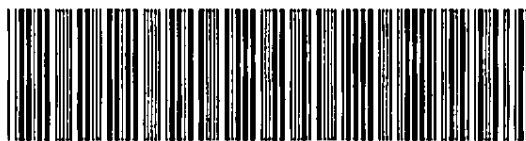
(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

5-27-22
No money

Office Use Only



300376433573

2022 AUG 11 AM 10:53

SECRETARY OF STATE
TALLAHASSEE, FL

2022 AUG 11 AM 10:53

FILED

A. BUTLER

AUG 20 2022

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Lee Investment and Associates, Inc.

DOCUMENT NUMBER: P05000115207

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

Please return all correspondence concerning this matter to the following:

Jorge Alejandro Fernandez
Name of Contact Person
Hispanivision International, Corp.
Firm/ Company
3105 NW 107th Ave. Suite 426
Address
Doral, FL 33172
City/ State and Zip Code
jorgefernandez@hispanicintl.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Jorge Alejandro Fernandez at (786) 768-4775
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 type="checkbox"/> \$35 Filing Fee | <input 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) |
|------------------------------------------|------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|

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

LEE INVESTMENT AND ASSOCIATES, INC.

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

P05000115207

(Document Number of Corporation (if known))

2022 AUG 11 AM 10:54

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:

N/A 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)

N/A

C. Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

N/A

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

N/A

(Florida street address)

New Registered Office Address:

(City)

Florida

(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) (c), 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:

☒ Change PT John Doe

☐ Remove V Mike Jones

☐ Add SV Sally Smith

Type of Action (Check One)	Title	Name	Address
1) <input type="checkbox"/> Change	_____	<u>N/A</u>	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
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	_____	_____	_____

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

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

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)

The Following Statemnt is added for the records that Lee Investment And Associates, Inc. made the purchase of all the issued shares of Omnicon International Corp., according to the attached documentation. Therefore, Lee Investment and Associates, Inc. is the legitimate owner of Omnicon International Corp., according to the agreement signed on March 30, 2022.

MARCH 30, 2022

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

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)

Dated 05/18/2022

Signature

Claudia Owen
(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)

CLAUDIA OWEN

(Typed or printed name of person signing)

PRESIDENT

(Title of person signing)

STOCK PURCHASES

OMNICON INTERNATIONAL, CORP.

The Chairman then recognized the following offer to purchase shares of stock of Omnicon International Corp.:

(a) FROM	(b) No. of Shares	(c) Consideration
Lee Investments Associates, Inc.	100 Shares	\$100.00

Upon due consideration, the directors determined that the consideration offered for the above stock was reasonable worth the number of shares for which same was offered and that it was in the best interest of Omnicon International, Corp. to accept said offer. Upon motion duly made, seconded and carried, it was.

RESOLVED, that the directors of Omnicon International, Corp. have determined that the consideration offered herein was adequate value for the stock to be issued thereof; that each such offer be accepted and upon delivery to Omnicon International, Corp. of the total consideration offered, and appropriate stock certificate be immediately issued in favor of offeror to reflect the ownership of the shares so purchases and that each such offeror thereupon constitute the stockholder of Omnicon International, Corp.

Dated: March 30, 2022



Claudia Owen
Secretary

LEE INVESTMENT AND ASSOCIATES, INC.

1806 N Flamingo RD. Suite 300
Pembroke Pines, FL 33028

LETTER OF INTENT TO PURCHASE A BUSINESS

March 25, 2022

Dear Omnicon International Corp.

This letter of Intent (this "Letter") sets forth the mutual interest of Lee investment Associates, Inc. ("Buyer"), and Omnicon International Corp. ("Seller") regarding the possible acquisition by Buyer of certain assets and liabilities of Omnicon International Corp., a Florida corporation wholly owned by Seller ("Target"). The Parties agree that their goal and interest herein is to bring about a sale and transfer of Target (the "Transaction"), and thus, each Party promises to negotiate in good faith, for the period set forth below, a definitive purchase agreement (the "Purchase Agreement") to include the terms and indemnities and other terms as the Parties may agree upon.

1. Closing Date. The closing of the Transaction (the "Closing") shall occur on or before April 25, 2022.
2. Purchase Price. The purchase price for the Transaction shall be \$100.00 ("Purchase Price"). The Purchase Price shall be payable by Buyer as follow:
 - (A) \$100.00 in cash due upon the signing of this letter, to be held in escrow with a mutually agreeable escrow agent and applied to the Purchase Price at the Closing.
 - (B) _____ in cash, subject to any adjustments.
3. Adjustments. Adjustments to the Purchase Price, such as working capital adjustments, may be determined and reflected in the Purchase Agreement, after the completion of all due diligence and other investigative provisions under this Letter.
4. Due Diligence. After the signing of this Letter, Seller will grant Buyer and its duly authorized representatives full access to the facilities, financial, accounting and business books and records, Target as Buyer's accountants, tax and legal counsel and other advisors deem appropriate, subject to the Confidentiality provision provided below, for the purpose of allowing Buyer to complete its due diligence. The Purchase Agreement shall be contingent upon the satisfactory completion of due diligence by Buyer.
5. Seller's Covenants. During the period this letter is in effect. Seller will conduct Target's business in the ordinary course and will not undertake any activity or transaction that would significantly reduce the value of Target's business or assets.
6. Governing Law. This Letter and all matters related thereto shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to its conflict of laws principles.
7. Termination. This Letter will automatically terminate upon the earliest of:
 - a. The execution of the purchase agreement by the parties
 - b. The mutual written agreement of Buyer and Seller
 - c. April 25, 2022

8. Non-Binding. This Letter is intended only as reflection of the intention of the Parties, and neither this Letter nor its acceptance shall constitute or create any legally binding or enforceable obligation on any party, except with regards to paragraphs regarding Confidentiality, Governing Law and Termination hereof. No agreement or obligation regarding Target and/or the Transaction shall be deemed to exist been executed and delivered, and then only in accordance with the terms and conditions of such Purchase Agreement.
9. Miscellaneous. This Letter contains the entire understanding between the parties and supersedes all previous agreements, if any, between the parties concerning the same or substantially similar subject matter. This Letter may be amended, supplemented, or otherwise modified only in a writing signed by duly authorized representatives of each party. This letter may be executed in counterparts, each of which shall be deemed and original and all of which together, shall constitute one and the same documents. The section headings are for reference purpose only and shall not otherwise affect the meaning, construction, or interpretation of any provision in this Letter.

If the foregoing terms and conditions are acceptable, please sign and return this letter to the undersigned.

Very truly yours,

Lee Investment Associates, Inc.

Buyer Name

Agreed to and accepted by:



Seller Signature

Omnicon International Corp.

Seller Full name



FLORIDA DEPARTMENT OF STATE
Division of Corporations

August 1, 2022

JORG ALEJANDRO FERNANDEZ
3105 NW 107TH AVE.
SUITE 426
DORAL, FL 33172

SUBJECT: LEE INVESTMENT ASSOCIATES INC.
Ref. Number: P05000115207

We have received your document for LEE INVESTMENT ASSOCIATES 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.

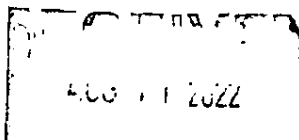
Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Anissa Butler
Regulatory Specialist II

Letter Number: 222A00017085

① ATTACHED CK 1300 for \$35.00



STOCK PURCHASES

OMNICON INTERNATIONAL, CORP.


The Chairman then recognized the following offer to purchase shares of stock of Omnicon International Corp.:

(a) FROM	(b) No. of Shares	(c) Consideration
Lee Investments Associates, Inc.	100 Shares	\$100.00

Upon due consideration, the directors determined that the consideration offered for the above stock was reasonable worth the number of shares for which same was offered and that it was in the best interest of Omnicon International, Corp. to accept said offer. Upon motion duly made, seconded and carried, it was.

RESOLVED, that the directors of Omnicon International, Corp. have determined that the consideration offered herein was adequate value for the stock to be issued thereof; that each such offer be accepted and upon delivery to Omnicon International, Corp. of the total consideration offered, and appropriate stock certificate be immediately issued in favor of offeror to reflect the ownership of the shares so purchases and that each such offeror thereupon constitute the stockholder of Omnicon International, Corp.

Dated: March 30, 2022



Claudia Owen
Secretary

LEE INVESTMENT AND ASSOCIATES, INC.

1806 N Flamingo RD. Suite 300

Pembroke Pines, FL 33028

LETTER OF INTENT TO PURCHASE A BUSINESS

March 25, 2022

Dear Omnicon International Corp.

This letter of Intent (this "Letter") sets forth the mutual interest of Lee investment Associates, Inc. ("Buyer"), and Omnicon International Corp. ("Seller") regarding the possible acquisition by Buyer of certain assets and liabilities of Omnicon International Corp., a Florida corporation wholly owned by Seller ("Target"). The Parties agree that their goal and interest herein is to bring about a sale and transfer of Target (the "Transaction"), and thus, each Party promises to negotiate in good faith, for the period set forth below, a definitive purchase agreement (the "Purchase Agreement") to include the terms and indemnities and other terms as the Parties may agree upon.

1. Closing Date. The closing of the Transaction (the "Closing") shall occur on or before April 25, 2022.
2. Purchase Price. The purchase price for the Transaction shall be \$100.00 ("Purchase Price"). The Purchase Price shall be payable by Buyer as follow:
 - (A) \$100.00 in cash due upon the signing of this letter, to be held in escrow with a mutually agreeable escrow agent and applied to the Purchase Price at the Closing.
 - (B) _____ in cash, subject to any adjustments.
3. Adjustments. Adjustments to the Purchase Price, such as working capital adjustments, may be determined and reflected in the Purchase Agreement, after the completion of all due diligence and other investigative provisions under this Letter.
4. Due Diligence. After the signing of this Letter, Seller will grant Buyer and its duly authorized representatives full access to the facilities, financial, accounting and business books and records, Target as Buyer's accountants, tax and legal counsel and other advisors deem appropriate, subject to the Confidentiality provision provided below, for the purpose of allowing Buyer to complete its due diligence. The Purchase Agreement shall be contingent upon the satisfactory completion of due diligence by Buyer.
5. Seller's Covenants. During the period this letter is in effect. Seller will conduct Target's business in the ordinary course and will not undertake any activity or transaction that would significantly reduce the value of Target's business or assets.
6. Governing Law. This Letter and all matters related thereto shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to its conflict of laws principles.
7. Termination. This Letter will automatically terminate upon the earliest of:
 - a. The execution of the purchase agreement by the parties
 - b. The mutual written agreement of Buyer and Seller
 - c. April 25, 2022

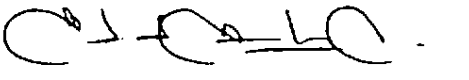
8. Non-Binding. This Letter is intended only as reflection of the intention of the Parties, and neither this Letter nor its acceptance shall constitute or create any legally binding or enforceable obligation on any party, except with regards to paragraphs regarding Confidentiality, Governing Law and Termination hereof. No agreement or obligation regarding Target and/or the Transaction shall be deemed to exist been executed and delivered, and then only in accordance with the terms and conditions of such Purchase Agreement.
9. Miscellaneous. This Letter contains the entire understanding between the parties and supersedes all previous agreements, if any, between the parties concerning the same or substantially similar subject matter. This Letter may be amended, supplemented, or otherwise modified only in a writing signed by duly authorized representatives of each party. This letter may be executed in counterparts, each of which shall be deemed and original and all of which together, shall constitute one and the same documents. The section headings are for reference purpose only and shall not otherwise affect the meaning, construction, or interpretation of any provision in this Letter.

If the foregoing terms and conditions are acceptable, please sign and return this letter to the undersigned.

Very truly yours,

Lee Investment Associates, Inc.
Buyer Name

Agreed to and accepted by:



Seller Signature

Omnicon International Corp.
Seller Full name