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**COVER LETTER**

TO: Amendment Section  
Division of Corporations

NAME OF CORPORATION: HARMONY FAMILY HOME CORP

DOCUMENT NUMBER: P06000131484

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

Please return all correspondence concerning this matter to the following:

CARLOS E. CABALLERO

Name of Contact Person

HARMONY FAMILY HOME CORP

Firm/ Company

9245 SW 208 TERRACE

Address

MIAMI, FL 33189

City/ State and Zip Code

Harmonyfamilyhome@gmail.com

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

For further information concerning this matter, please call:

CARLOS E. CABALLERO

Name of Contact Person

at ( 786 )

274-0144

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

**ARTICLES OF AMENDMENT  
to  
ARTICLES OF INCORPORATION  
of  
HARMONY FAMILY HOME CORP**

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

**P06000131484**

Document Number of Corporation (if known)

Pursuant to the provisions of section 607.1006, Florida Statutes, this **Florida For Profit Corporation** adopts the following amendments to its Articles of Incorporation:

**A. ARTICLE IV – REGISTERED AGENT:**

The name and the Florida street address of the registered agent are:

IDALBERTO GALLO  
HARMONY FAMILY HOME CORP  
9245 SW 208<sup>th</sup> Terrace  
Miami, FL 33189

*Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 607.0501, F.S..*

  
\_\_\_\_\_  
Registered Agent's Signature

**B. ARTICLE VI – OFFICERS AND DIRECTORS:**

<u>Type of Action</u>	<u>Title</u>	<u>Name</u>	<u>Address</u>
<input type="checkbox"/> Change	P	NESTOR DOMINGUEZ	9245 SW 208 <sup>th</sup> Terrace
<input checked="" type="checkbox"/> Remove			Miami, FL 33189
<input type="checkbox"/> Add			
<input type="checkbox"/> Change	P	IDALBERTO GALLO	9245 SW 208 <sup>th</sup> Terrace
<input type="checkbox"/> Remove			Miami, FL 33189
<input checked="" type="checkbox"/> Add			


**The date of each amendment(s) adoption:** JANUARY 1<sup>ST</sup> 2019

**Effective date:** JANUARY 1<sup>ST</sup> 2019

**Adoption of Amendment**

- ☒ The amendments were adopted by the shareholders. The number of votes cast for the amendments were sufficient for approval.

Dated JANUARY 1<sup>ST</sup> 2019

Signature   
Printed Name: CARLOS E. CABALLERO  
Title: Vice President

Return to:

BILL OF SALE, ABSOLUTE

Name: IDALBERTO GALLO

Address: HARMONY FAMILY HOME CORP  
9245 SW 208<sup>th</sup> Terrace  
Miami, FL 33189

## **Bill of Sale, Absolute**

### **KNOWN ALL MEN BY THESE PRESENT:**

That NESTOR DOMINGUEZ, the "Seller", for and in consideration of the sum of TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, hereby grants, bargains, sell and, by these presents, transfer and deliver unto to IDALBERTO GALLO, the "Buyer", my fifty percent (50%) of the 100 shares of common stock of HARMONY FAMILY HOME CORP (the "Corporation"), with the rights and other all financial, beneficial and ownership interest appertaining to a "control-share acquisition" in that 6-bed Assisted Living Facility, owned and operated by the Corporation, at 9245 SW 208<sup>th</sup> Terrace, Miami, FL 33189. The ALF real estate is not included in the sale. ***Upon execution of this Bill of Sale and the Stock Purchase Agreement associated with it, Buyer shall pay Seller the \$20,000.00 purchase price stated herein, on January 1<sup>st</sup> 2019, and Seller shall deliver to buyer 50 shares (50%) of the Corporation's stock.***

That the above assets and beneficial interest are being sold "AS IS". Therefore, SELLER makes no warranties, expressed or implied, except that SELLER believes in good faith and warrants that the Corporation meets the standards for licensing and operating the Assisted Living Facility License, and

The sale and transfer of the stock and all other tangible and intangible interest in the aforementioned Assisted Living Facility associated therewith shall be effective as of January 1<sup>st</sup> 2019. Accordingly, Buyer and Seller hereby set their signatures hereunto.

"SELLER"

HARMONY FAMILY HOME CORP


By   
\_\_\_\_\_  
NESTOR DOMINGUEZ, *President*  
*Current ALF Owner*

  
\_\_\_\_\_  
NESTOR DOMINGUEZ, *Individually*

### **BUYER'S ACKNOWLEDGEMENT**

BUYER hereby acknowledges that transfer of 50 shares of the Corporation's stock and controlling interest in HARMONY FAMILY HOME CORP will be effective on April 1<sup>st</sup> 2019, upon payment of the \$20,000.00 purchase price of the shares.

"BUYER"

  
\_\_\_\_\_  
IDALBERTO GALLO, *Individually*

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF  
HARMONY FAMILY HOME CORP  
  
APPROVING SALE OF STOCK**

IN A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF HARMONY FAMILY HOME CORP HELD ON JANUARY 1<sup>ST</sup> 2019 AT 9245 SW 208<sup>TH</sup> TERRACE, MIAMI, FL 33189:

- I. IT WAS RESOLVED, that NESTOR DOMINGUEZ'S 50% of the Corporation's 100 authorized shares of common stock be sold, on January 1<sup>st</sup> 2019, at the rate of \$400.00 per share, to IDALBERTO GALLO. The 50 shares shall be delivered immediately upon payment of \$20,000.00 purchase price of the stock.
- II. IT WAS RESOLVED, IDALBERTO GALLO acquisition of the 50% of the Corporation's 100 authorized shares of common stock is a "control share acquisition" within the meaning of § 607.0902(1)(a), giving IDALBERTO GALLO the power to direct the exercise of voting power with respect to issued and outstanding control shares.
- III. IT WAS ALSO RESOLVED that upon delivery of the 50 shares, on January 1<sup>st</sup> 2019, IDALBERTO GALLO shall become the President and controlling interest holder of the Corporation and NESTOR DOMINGUEZ shall resign as the President and removed from the Corporation's records.
- IV. FURTHER RESOLVED, that this resolution shall be effective until written notice of its amendment or rescission is issued by the Board.

**CERTIFICATION**

I HEREBY CERTIFY that the aforementioned resolutions were presented to the Board of Directors of the Corporation, at a meeting duly called and held at 9245 SW 208<sup>th</sup> Terrace, Miami, FL 33189, on January 1<sup>st</sup> 2019, at which a quorum was present and voted, and that the resolutions were duly adopted, ratified and recorded in the Corporation's minutes book.



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CARLOS E. CABALLERO, Vice President


[CORPORATE SEAL]

### OWNERS' AFFIDAVIT REGARDING THE ALF CHOW

I, NESTOR DOMINGUEZ, being duly sworn, certify that the following information is true:

1. I am the 50% owner of HARMONY FAMILY HOME CORP, a Florida corporation, currently licensed with AHCA as an Assisted Living Facility, under License Number 11048, and doing business at 9245 SW 208<sup>th</sup> Terrace, Miami, FL 33189 (hereinafter the "ALF").
2. My 50% of HARMONY FAMILY HOME CORP's stock constitutes 50 shares of its 100 total outstanding shares.
3. In consideration of the sum of Twenty Thousand and 00/100 U.S. Dollars (\$20,000.00 USD) and other good and valuable consideration, I have agreed to transfer all 50 of my shares and beneficial interest in HARMONY FAMILY HOME CORP, excluding the real estate, to IDALBERTO GALLO, the "Buyer".
4. I have agreed to transfer to the stock upon payment of the \$20,000.00 purchase price at the closing of the purchase agreement, on January 1<sup>st</sup> 2019.
5. I have executed a corresponding Bill of Sale with IDALBERTO GALLO to effectuate the stock sale and ALF Change of Ownership with the Agency for Health Care Administration.


Affiant:

  
\_\_\_\_\_  
NESTOR DOMINGUEZ, *President & Current ALF-Owner*

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

Sworn to or affirmed and signed before me this 1<sup>st</sup> day of January 2019 by NESTOR DOMINGUEZ, who deposes and says that the above stated information are true and correct and accurately represents the nature of the ALF Change of Ownership that is the subject matter thereof.

  
\_\_\_\_\_  
NOTARY PUBLIC-STATE OF FLORIDA

  
\_\_\_\_\_  
[Print, type, or stamp commissioned name of notary.]

☒ Personally known

Produced identification: Type of identification produced D552-620-48-212-0



# CERTIFICATE OF STOCK




## HARMONY FAMILY HOME CORP

MIAMI, FLORIDA

*This certifies that IDALBERT GALLO is entitled to 50 shares of the par value of Four Hundred Dollars (\$400.00) each of the common stock of the HARMONY FAMILY HOME CORP transferable in person or by Attorney only in the books of the Company and upon the surrender of this Certificate. In witness whereof the HARMONY FAMILY HOME CORP has caused this Certificate to be signed by its PRESIDENT and SECRETARY and its Corporate Seal to be hereto affixed at*

Miami, Florida this 1st day of January 2018.

  
President

  
Secretary



# Transfer of Stock Ownership Form

## Section A – Issuer Name

Company Name: HARMONY FAMILY HOME CORP

Cusip Number:	None	Privately held stock; not traded publicly; not registered with the SEC
Account Key:	None	Privately held stock; not traded publicly; not registered with the SEC

## Section B – Current Shareowner/Transferor

Investor ID or EIN

20-5770411

Registration/Owner's Name and Address exactly as they appear on your certificate or corporate statement

HARMONY FAMILY HOME CORP  
9245 SW 208<sup>th</sup> Terrace  
Miami, FL 33189

## Section C – Shares To Be Transferred

Original Stocks		Book-Entry Shares		Total Shares
50	+	0	+	50
To Be Transferred		To Be Transferred		To Be Transferred

## Section D –Transfer Reason

Private sales of stock of HARMONY FAMILY HOME CORP

The Effective Date of Sale is JANUARY 1<sup>ST</sup> 2019.

Total Value Par Shares (in USD) is: \$40,000.00 (\$400.00/share for 100 shares)

Total Value of Shares Being Sold (in USD) is: \$20,000.00 (\$400.00/share for 50 shares)

Stock Transfer Dates: JANUARY 1<sup>ST</sup> 2019

### Section E – New Shareowner/Transferee

New Investor ID or SSN/TIN

XXX-XX-7376

Registration/Owner's Name and Address exactly as they appear on your certificate or corporate statement

**IDALBERTO GALLO**  
9245 SW 208<sup>th</sup> Terrace  
Miami, FL 33189

### Section F – Current Shareowner Delivery

I, NESTOR DOMINGUEZ, as President and current sole owner of HARMONY FAMILY HOME CORP, effective as of JANUARY 1<sup>st</sup> 2019, hereby agree to transfer 50% of the 100 shares of authorized common stock of HARMONY FAMILY HOME CORP unto IDALBERTO GALLO, together with the attached CERTIFICATE OF STOCK and all the rights and privileges appertaining to a "control-share acquisition", hereby making IDALBERTO GALLO a 50% owner and controlling interest holder of HARMONY FAMILY HOME CORP and its assisted living facility, duly licensed and doing business at 9245 SW 208<sup>th</sup> Terrace, Miami, FL 33189. The share and attached CERTIFICATE OF STOCK shall be paid for, dated and delivered on JANUARY 1<sup>st</sup> 2019. In witness hereof I hereby set my hand and seal hereunto.

  
\_\_\_\_\_  
NESTOR DOMINGUEZ

### Section G – New Shareowner Acceptance and Acknowledgement

I, IDALBERTO GALLO, hereby acknowledge the purchase of 50 shares of the stock of HARMONY FAMILY HOME CORP which constitutes 50% of the authorized 100.00 share and agree that the CERTIFICATE OF STOCK shall be paid for, dated and delivered on JANUARY 1<sup>st</sup> 2019. I acknowledge further that this is a control-share acquisition with all of the rights and responsibilities appertaining thereto.

  
\_\_\_\_\_  
IDALBERTO GALLO

:: END OF DOCUMENT

## **Stock Purchase Agreement**

### **HARMONY FAMILY HOME CORP**

THIS AGREEMENT is entered into and made effective as of the 1<sup>st</sup> day of January 2018, by and between NESTOR DOMINGUEZ (hereinafter the "Seller") and IDALBERTO GALLO (hereinafter the "Purchaser");

#### **WITNESSETH:**

WHEREAS, HARMONY FAMILY HOME CORP is a Florida corporation, located and doing business at 9245 SW 208<sup>th</sup> Terrace, Miami, FL 33189 (hereinafter the "Corporation");

WHEREAS, Seller is the record owner and record holder of 50 shares of the Corporation's common stock which constitutes 50% of the Corporation's total stock;

WHEREAS, Purchaser desire to purchase 50% of the Corporation stock and Seller desires to sell his 50% of said stock to Purchaser as a control share acquisition, under the terms and conditions set forth herein,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and in order to consummate the purchase and the sale of the aforementioned stock, Seller and Purchaser hereby agree as follows:

#### **1. PURCHASE AND SALE:**

Subject to the terms and conditions hereinafter set forth, at the closing of the transaction contemplated hereby, Seller shall sell, convey, transfer, and deliver to Purchaser in a stock certificate for 50 shares representing 50% of the Corporation's 100 authorized stock, and Purchaser shall purchase from the Seller said stock in consideration of the purchase price set forth in this Agreement. The certificate representing the 50 share shall be duly endorsed for transfer, or accompanied by appropriate stock transfer powers duly executed, with signatures guaranteed in the customary fashion, at Seller's expense.

The closing of the transactions contemplated by this Agreement (the "Closing"), shall be held at 9245 SW 208<sup>th</sup> Terrace, Miami, FL 33189, on January 1<sup>st</sup> 2018, at 12 p.m., or such other place, date and time as the parties hereto may otherwise agree.

#### **2. AMOUNT AND PAYMENT OF PURCHASE PRICE.**

Corporation shall issue the 50 shares of common stock at par value of \$400.00/share as follows:

<b>Purchaser</b>	<b>No. of Shares</b>	<b>Price/Share</b>	<b>Total Cost</b>
IDALBERTO GALLO	50	\$400.00	\$20,000.00

The method of payment is by cash or a check made payable to NESTOR DOMINGUEZ and delivered at the Closing.

3. PAYMENT. Purchaser shall pay Seller \$20,000.00 plus other good and valuable consideration at closing or upon signing this agreement whichever is first to occur.

4. DELIVERY. Seller shall deliver to Purchaser 50 shares (50%) of the Corporation's 100 authorized shares of stock at closing or upon payment of the \$20,000.00 purchase price the other 50 shares.

5. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller hereby warrants and represents:

(a) Organization and Standing.

Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has the corporate power and authority to carry on its business as it is now being conducted.

(b) Restrictions on Stock.

i. The shares allocated under this agreement, are not tradable, nor for sale privately or publicly, nor otherwise transferrable except as a gift or bequest to a family member or family members.

ii. Seller is the lawful owner of the Stock, free and clear of all security interests, liens, encumbrances, equities and other charges.

iii. There are no existing warrants, options, stock purchase agreements, redemption agreements, restrictions of any nature, calls or rights to subscribe of any character relating to the stock, nor are there any securities convertible into such stock.

4. REPRESENTATIONS AND WARRANTIES OF SELLER AND PURCHASER.

Seller and Purchaser hereby represent and warrant that there has been no act or omission by Seller or Purchaser which would give rise to any valid claim against any of the parties hereto for a brokerage commission, finder's fee, or other like payment in connection with the transactions contemplated hereby.

5. GENERAL PROVISIONS

(a) Entire Agreement.

This Agreement constitutes the entire Agreement and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

(b) Sections and Other Headings.

The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(c) Governing Law.

This agreement and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Miami-Dade

County, Florida. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

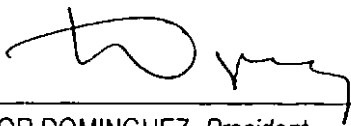
IN WITNESS WHEREOF, this Agreement has been executed by each of the individual parties hereto on the date first above written.


Signed, sealed and delivered on January 1st 2018 at Miami, Florida, by:

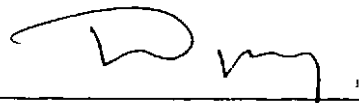
SELLER:

PURCHASER:

HARMONY FAMILY HOME CORP

  
\_\_\_\_\_  
NESTOR DOMINGUEZ, *President*

  
\_\_\_\_\_  
IDALBERTO GALLO, *Individually*

  
\_\_\_\_\_  
NESTOR DOMINGUEZ, *Individually*