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TALLAHASSEE FLORIDA

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**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**NAME OF CORPORATION:** HONEY BAKERY INC

**DOCUMENT NUMBER:** P07000097575

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

Please return all correspondence concerning this matter to the following:

GILMA DEMORAES

(Name of Contact Person)

HONEY BAKERY INC

(Firm/ Company)

9825 SAN JOSE BLVD No.20

(Address)

JACKSONVILLE FLORIDA 32257

(City/ State and Zip Code)

For further information concerning this matter, please call:

GILMA DEMORAES

(Name of Contact Person)

at ( 904 ) 472-9331

(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  
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☐ \$52.50 Filing Fee  
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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

HONEY BAKERY INC

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

P07000097575

(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):**

N/A

(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 IX:**

GILMA DEMORAES AND ROVILSON DEMORAES BOUGHT ALL SHARES OF THE .  
BUSINESS TO JOAREZ A CAETANO

**ARTICLE XIV:**

THE NEW BOARD OF DIRECTORS: GILMA DEMORAES, PRESIDENT,  
ADDRESS 1740 POPLAR DR ORANGE PARK FLORIDA 32073.  
ROVILSON DEMORAES, VICE -PRESIDENT, ADDRESS 1740 POPLAR DR  
ORANGE PARK FLORIDA 32073

(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)

(continued)

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TALLAHASSEE FLORIDA

The date of each amendment(s) adoption: 01/09/2008

Effective date if applicable: 01/09/2008  
(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

(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)

\_\_\_\_\_  
(Typed or printed name of person signing)

\_\_\_\_\_  
(Title of person signing)

**FILING FEE: \$35**

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (This "Agreement") is made and entered into the 9 day of January 2008, by and between ,HONEY BAKERY, INC . a Florida Corporation (THE "SELLER") and GILMA DEMORAES AND ROVILSON DEMORAES, individual, (THE "PURCHASER")

### RECITAL

WHEREAS, The seller desires to sell to the Purchaser, and the Purchaser desires to purchase from the Seller, the assets of the Seller used by the Seller in the operation of a **HONEY BAKERY, INC.** Business (THE "BUSINESS") located at 9825 San Jose Blvd no. 20, Jacksonville, fl. 32257. (The "Premises").

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties and covenants contained herein, the sufficiency and adequacy are hereby acknowledged, the Seller and the Purchaser agree as follows:

### ARTICLE I

#### PURCHASE AND SALE OF ASSETS AND ASSUMPTION OF LIABILITIES

1.1- PURCHASES AND SALE OF ASSETS. Subject to the terms and condition of this agreement, on closing Date (as such terms is defined in Section 5.1 hereof) the Seller shall sell, transfer, convey, assign and deliver (Transfer") to the Purchaser, and the Purchaser shall purchase, acquire and accept from the Seller, all of the Seller's right, title and interest in, to and under the assets, properties and rights listed of Exhibit "A" in the "AS IS" condition as of the date hereof (the "Transferred Assets")

1.2- ASSUMPTION OF LIABILITIES. Subject to the terms and conditions of this agreement, on the closing Date the Purchaser shall assume and agree to pay, perform and discharge when due NONE of the debts, liabilities, obligations and commitment of the Seller. Seller agrees to Pay any and all of his existing creditors from the net proceeds he receives from the sale of the "Business".The Purchaser shall not assume, and shall have no liability for, any debts, liabilities or obligations of the Seller not specifically assumed by the Purchaser pursuant to this Section

1.2.,including with limitation (a) any liabilities, obligations or commitments of the Seller under any agreement accruing prior to, or which is past due as of, the closing Date or (b) any debts, liabilities or obligations of the Seller arising out of the Seller's operation of the Business prior to the Closing Date. Any and all liabilities of the Seller should be paid at or before the time of closing.

1.3- PURCHASE PRICE:. The total Purchase price (the "Purchase Price") for the Transferred Assets shall be:

(A)-Eighty Six Thousand Five Hundred Dollars (\$86,500.00), payable to the Seller in an period of 36 months with 5% of interest .

B) The payments were carried out in or before the days 15 of every month, starting from March, 2008, of the following way:

PRINCIPAL:	\$ 2,407.78
INTEREST:	\$ 360.42

**TOTAL: \$ 2,768.20**

1.4- ADJUSTMENT AND PRORATIONS. On the Closing Date the Purchaser and the Seller will prorate and adjust for as many as possible of the following items of income and expenses ("Prorations") as of the closing Date:

Rent payments by The Seller month of December, 2007. Starting from January , 2008 the Rent is payment by the Purchaser.

1-5 - The SELLER CLOSED THE Accounts of FPL and Bellsouth, dated December, 2007 and the BUYER carried out the you process corresponding for the opening of his Account.

1-6 The BUYER gave to the SELLER the deposit of the Rent, and the one deposits existent it passed to the buyer's name.

Any debt that arises after the closing dates that there is been assumed by the sellers, will be responsibility of the Sellers; except the assumed ones for the SELLER previously.

## 1.7- INSTRUMENTS OF CONVEYANCE AND TRANSFER..

(a) At the Closing the Seller will deliver to the Purchaser such bills of sale, endorsements, assignments, and other good and sufficient instruments of conveyance and transfer, in form and substance reasonably satisfactory to the Purchaser, as shall be effective to vest in the Purchaser all of the Seller's right, title and interest in, to and under the Transferred Assets. Simultaneously with such delivery, the Seller will take such steps as may be necessary to put the Purchaser in actual possession and operating control of the "Transferred Assets". Purchaser shall take title to the Transferred Assets in the "As - is" condition as of date hereof and does hereby acknowledge that no warranties or representations of any kind, including without limitations, fitness, quality, character and merchantability, regarding the Transferred Assets have been made or implied by Seller, Seller's agents, representative or counsel.

(b) From time to time after the Closing, the seller, at no additional cost or expense to the Purchaser,

will execute and deliver such other instruments of conveyance, assignment, transfer and delivery and take such other actions as the Purchaser may reasonably request in order more effectively to Transfer to the Purchaser, and to place the Purchaser in possession or control pf, the Transferred Assets. The Purchaser and the Seller will use their best efforts, at each others request, to finish information, evidence, testimony and other assistance in connection with any actions, proceedings, arrangements, or disputes asserted by third parties involving the Purchaser or the Seller with respect to the transactions contemplated hereby.

## ARTICLE II

### OBLIGATIONS OF THE PARTIES

2.1- PURCHASER'S REASONABLE ACCESS. During the pre-closing period, the pre-closing period is defined as the date after the contracted is executed by the Seller and the Purchaser, but up to one day prior to the closing of the sale on the business, the Seller shall afford the Purchaser and its counsel, accountants and other authorized representatives reasonable access during normal business hours to the

Seller's offices, facilities, properties, books and records in order that the Purchaser may have the opportunity to made reasonable investigations of the affairs of the Seller in connection with operation of the Business.

2.2- CONFIDENTIALITY. The Seller will, and will cause its officers and authorized representatives to, hold in strict confidence, and not disclose to others for any reason whatsoever, unless the Purchaser has violated the terms of this agreement, without the prior written consent of the Purchaser, any non-public information received by them from the Seller in connection with the transactions contemplated hereby. The Purchaser and the Seller ay disclose such terms and conditions to the Purchaser's and the Seller's respective affiliates, attorneys, accountants and advisers.

2-3- FURTHER ASSURANCES. Each party hereto shall execute and deliver all such instruments and take all such other actions as the other party may reasonably request in order to carry out the intent of this agreement. Each party hereto shall use its best efforts to cause the transactions contemplated by this agreement to be consummated..

2.4- OPERATIONAL LICENSES AND PERMITS. Seller warrants that all occupational licenses and all other licenses and/or permits required by Metropolitan Dade County, the City of Miami, and the State of Florida are current, active and not been revoked or canceled. The Seller further advises the Purchaser that all licenses and /or permits are not fully transferrable to Purchaser and Seller will assist Purchaser in obtaining these licenses and or permits after the time of closing for remuneration.

### ARTICLE III

#### CONDITIONS TO PURCHASER'S OBLIGATIONS

Each and every obligation of the Purchaser under this agreement to be performed on or before the closing date shall be subject to the satisfaction, on or before the Closing Date, of each of the followings conditions:

3-1- PERFORMANCE. The Seller shall have performed and complied with all agreements, obligations and conditions required by this agreement to be performed or complied with by it on or prior to the closing date.



3.2- RELEASE OF LIENS. The transferred Assets shall be free and clear of all Liens. Seller warrants that it has good title to all of the chattels and equipment listed as Transferred Assets and without debts pertaining to these assets. Buyer shall receive and absolute Bill of Sale from the Seller, at the time of closing.

3.3- LEASES. The Purchaser agrees to accept the Premises, and any leasehold interest in same, in there "as is" condition. Seller has not made any representations regarding the duration of its existing lease nor of the Landlord's willingness or desire to continue leasing the Premises to anyone other than the Seller.. Purchaser fully understands and agrees that the Sellers tenancy at the Premises is considered a month a month tenancy. As such, the Purchaser shall hold the Seller harmless, for any all damages incurred by the Purchaser, in the event the landlord terminates the tenancy at any time after the closing.

3.4- TRANSACTION CONTINGENT UPON THE FOLLOWING TERMS AND CONDITIONS.

(a) Purchaser obtaining a new provider number from the State of Florida.

3.5- TAXES. ASSESSMENTS, INSURANCE. All taxes, assessment, insurance and any other expenses or revenue of said business shall be assumed by the Purchaser after closing Date.

3.6- OCCUPANCY. Seller shall deliver possession of the Business to Buyer as of the closing Date.

#### ARTICLE IV

#### CONDITIONS TO THE SELLER'S OBLIGATIONS

Each and every obligation of the Seller under this Agreement to be performed on or before the closing Date shall be subject to the satisfaction, on or before Closing Date, of each of the following conditions:

4.1 PERFORMANCE. The Purchaser shall have performed and complied with all agreements, obligations and conditions required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

4-2 LEASE. The purchaser agrees to accept the Premises, and any leasehold interest

in same, in there "as is" condition. Seller has not made any representations regarding the duration of its existing lease nor of the landlord's willingness or desire to continue leasing the Premises to anyone other than the seller. Purchaser fully understands and agrees that the Sellers tenancy at the Premises is governed by an existing lease which terminates on the \_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_\_. As such the Purchaser shall hold the Seller harmless, for any and all damages incurred by the Purchaser, in the event the landlord terminates the tenancy at any time after the closing. Purchaser has agreed to negotiate with the landlord directly to obtain a renewal of the existing lease terms.

4.3- SPECIFIC WARRANTIES. Seller warrants that it has good title to all chattels and equipment described as "Transferred Assets" and in the leasehold and that there are no Liens, encumbrances or other debts other than those described herein. Seller agrees to deliver a standard absolute Bill of Sale at the time closing.

4.4- RISK OF LOSS. The risk of loss pending the closing shall be to borne by the Purchaser

## ARTICLE V

### CLOSING; CLOSING DATE; TERMINATION.

5.1- CLOSING. The closing ("the Closing") will be held on or before January 10, 2000 ( the "Closing Date"), at 9:00 a.m., local time, at the offices of Business, or at such other time and place as the Purchaser and the seller may otherwise agree.

## ARTICLE VI

### MISCELLANEOUS PROVISIONS

6.1- AMENDMENT AND MODIFICATION. This agreement may not be amended or modified or waived except by a written agreement signed by the party against whom enforcement of such amendment, modification or waiver is sought. Any waiver of any term or condition of this agreement, or other breach of any covenant, representation or warranty contained herein, in any one instance, shall not operate as or be deemed to be or construed as a further or continuing waiver of any other breach of such term, condition, covenant, representation or warranty or any other term, condition, covenant, representation or warranty, nor shall any failure at any time or times to enforce or require performance of any provision hereof operate as a

waiver of or effect in any manner such parties' right at a later time to enforce or require performance of such provision or any other provision hereof

**6.2-FEES AND EXPENSES.** Each of the parties hereto will pay its own cost and expenses in connection with the negotiation, execution and performance of this agreement, The Purchaser will indemnify the Seller against any claims of third parties for any brokerage, finders' or similar fees in connection with the transactions contemplated hereby insofar as such claims are alleged to be based on arrangements or contacts made by, to or with the Seller or its officers, directors, employees or representatives.

**6.3- NOTICES** All notices, request or other communications required or permitted hereunder shall be given in written and shall be deemed to have been duly given if delivered in hand on the due of receipt (or refusal), and if given by mail or Federal Express or similar nationally recognized expedited overnight commercial courier, when deposited in the United states mail or delivered to Federal Express or similar nationally recognized overnight mail courier, addressed to the recipient of the notice, postpaid and registered or certified mail (if mailed), or with all freight charges paid (if by Federal Express or other courier), to the following addresses:

**If to the Seller to:**

**HONEY BAKERY, INC.  
9825 SAN JOSE BLVD # 20  
JACKSONVILLE, FL. 32257**

**If to Purchaser to :**

**GILMA AND ROVILSON DEMORAES  
1740 POPLAR DR.  
ORANGE PARK, FL. 32073**

or to such other address as any party may have designated for itself by written notice to the other in the manner herein prescribed, except that notices of charge of address shall be effective only upon receipt.

**6.4- GOVERNING LAW.** This agreement and legal relations between the parties

hereto shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to principles of conflicts of laws.

The nonfulfillment of this contract can be claimed before The Civil Court of the Jurisdiction corresponding of the localization of Business.

6.5- NO WARRANTY PROVISION "AS IS". Purchaser is purchasing the Transferred Assets is "AS IS" condition, and with all faults and defects, latent or otherwise, and it is expressly understood and agreed that neither the Seller have made or are making any representations or warranties, either express or implied, by operation of law or otherwise, including without limitation representations and warranties with respect to the condition, value, or the operations of the Transferred Assets, the enforce ability or compliance with any applicable laws, statutes or regulations. It is understood that this paragraph shall survive the closing. Purchaser has read, understood, and agrees with the above and has had and opportunity to seek the advice of legal counsel.

6.6- COUNTERPARTS. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed and original, but all of which together shall constitute one and the same instrument.

6.7- COSTS AND FORUM. Should litigation arise from this purchase and sale agreement, the prevailing party shall be entitled to recover all cost incurred, including a reasonable attorney's fee. The Seller and Buyer agree that this agreement shall be governed by the laws of the State of Florida, and that any litigation arising from this purchase and sale agreement shall be presented to a Dade County Court of competent jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal on the day and year first above written.

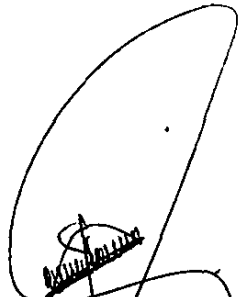
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PURCHASER:

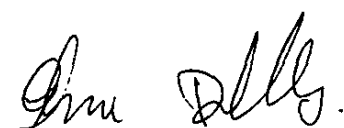
HONEY  
Individually.

BAKERY,


INC



JOAREZ CAETANO  
PRESIDENT  
Individually sell



GILMA DEMORAES  
Individually Buyer



ROVILSON DEMORAES  
Individually Buyer



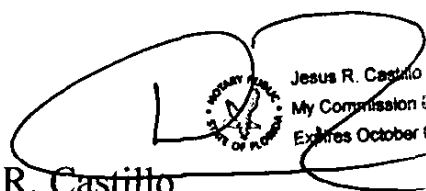
NATALIA BONO  
Witness




ROSELY DE AQUINO  
Witness

STATE OF FLORIDA  
COUNTY OF DUVAL.

The foregoing document was subscribed before me this-----day  
Of January, 2008 by Joarez Caetano, Gilma and Rovilson Demoraes,  
Who produced identification-----  
-----  
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Jesus R. Castillo  
Notary Public  
Florida of State



Jesus R. Castillo  
My Commission 00002355  
Expires October 01, 2008