

PO8000088 342

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

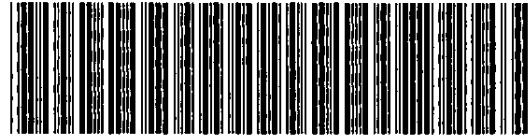
(Business Entity Name)

(Document Number)

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

*Handwritten signature*

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**NAME OF CORPORATION:** Papa's Cafe Group, Inc

**DOCUMENT NUMBER:** P08000088342

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

Please return all correspondence concerning this matter to the following:

Rosa E. Madrigal

Name of Contact Person

Papa's Cafe Group, Inc.

Firm/ Company

16260 82nd Road North

Address

Loxahatchee, FL 33470

City/ State and Zip Code

duvjee@bellsouth.net

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

For further information concerning this matter, please call:

Rosa E. Madrigal

Name of Contact Person

at ( 954 ) 410-6755

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

Papas Cafe Group Corp

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

P08000088342

(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:**

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**)

16260 82nd Road North  
Loxatchee, FL 33470

**C. Enter new mailing address, if applicable:**  
(Mailing address **MAY BE A POST OFFICE BOX**)

same as above

**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 Rosa E. Madrigal

16260 82nd Road North

(Florida street address)

New Registered Office Address: Loxahatchee, Florida 33470

(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:**

☒ 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>VP</u>	<u>Pedro Moreno</u>	<u>2160 Hacienda Terr</u>
<input type="checkbox"/> Add			<u>Weston, FL 3327</u>
<input checked="" type="checkbox"/> Remove			
2) <input type="checkbox"/> Change	<u>VP</u>	<u>PLR Investments, Inc.</u>	<u>12603 SW 8 Ct</u>
<input checked="" type="checkbox"/> Add			<u>Davie, FL 33025</u>
<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			

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

n/a

(if not applicable, indicate N/A)

The 49 shares that belonged to Pedro Moreno are to be completely transferred to PLR Investments, Inc. (see attached Stock Purchase Agreement)

The date of each amendment(s) adoption: \_\_\_\_\_

7/26/12

Effective date if applicable: \_\_\_\_\_

(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

7/26/2012

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)

Cristobal Parra

(Typed or printed name of person signing)

President

(Title of person signing)

## STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT ("Agreement") is made and entered into this July 26, 2012, by and between Pedro Moreno who has an address of 2160 HAZIENDA TERRA WESTERN FL 33327 ("Pedro") and Papa's Café Group Corp, a Florida corporation which has an address of 601 North Congress Avenue, #406, Delray Beach, FL 33445 ("Company");

### WITNESSETH:

WHEREAS, the Company operates the restaurant known as Papa's Cafe located at 601 North Congress Avenue, #406, Delray Beach, FL 33445; and

WHEREAS, the Company has One Hundred (100) shares of issued and outstanding common stock; and

WHEREAS, Pedro owns Forty-Nine (49) shares of common stock of Company (referred to herein as the "Stock") and Cristobal Parrra owns the remaining Fifty-One (51) shares; and

WHEREAS, Pedro and that Company have agreed that the Company will purchase all of Pedro's right, title and interest in and to all of the Stock, upon the terms and subject to the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and in order to consummate the purchase and the sale of the Company's Stock aforementioned, it is hereby agreed as follows:

1. Purchase and Sale; Closing. The closing ("Closing") shall be held at 10:00 a.m. on (or before) July 27<sup>th</sup> 2012 at 712 U.S. Highway One, Suite 400, North Palm Beach, Florida, or at such other place, date and time as the parties agree ("Closing Date"). At the Closing, Pedro will deliver to the Company all stock certificates representing his interest in the Company which have been endorsed for transfer (or a stock power), along with his resignation as an officer and director of the Company, and any other reasonable documents needed to document the sale of the Stock. At Closing, in exchange for the transfer of the Stock, the Company will pay Pedro the Purchase Price as described below.

2. Purchase Price. As total consideration for the purchase and sale of The Stock, pursuant to this Agreement, the Company shall pay to Pedro the sum of Twenty-Five Thousand Dollars (\$25,000.00) (the "Purchase Price") which shall be paid as follows: (i) \$20,000 at Closing in currently available funds (e.g. cash, cashier's check, wire transfer, or attorney's trust account check); and (ii) the sum of \$5,000, which shall be payable in five (5) consecutive monthly installments of \$1,000 each commencing on November 1, 2012 and on the first day of the next four months (i.e. the last payment shall be due on March 1, 2013).

3. Representations, Covenants and Warranties of the Parties. Pedro represents and warrants that he has good title to the Stock, free and clear of any liens or encumbrances and that the Stock has not been pledged or assigned to anyone else as of the date of this Agreement. The Company represents and warrants that it has the full power and authority to execute this Agreement and that no further action is necessary by the Company to make this Agreement valid and binding upon Company and enforceable against Company in accordance with the terms hereof, or to carry out the actions contemplated hereby.

4. Release from Guarantees; Indemnification; Tax Matters. Pedro has been involved in the operations of the Company and is aware of all matters relating to the business of the Company, including the Company's tax filings. Pedro and the Company agree to cooperate with each other to complete all tax

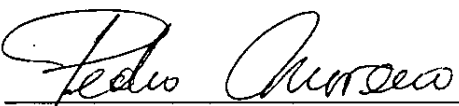
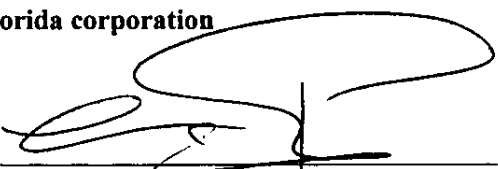
filings and payments that may be necessary in the future. The Company shall attempt to release Pedro from any personal guarantees associated with the Company's business or lease for the Company's business premises. In the event the Company is unable to obtain such a release, the Company agrees to indemnify Pedro from any liabilities arising after the Closing Date, whether as a result of any guaranty or as a result of the operations of the Company after the Closing.

5. Cooperation. The parties agree to cooperate with each other and to sign any documents reasonably requested by the other party to effectuate the transactions described herein.

6. Survival. The representations and warranties of the parties hereto contained in this Agreement or otherwise made in writing in connection with the transactions contemplated hereby shall survive Closing for the applicable Statute of Limitations.

7. Miscellaneous Provisions. This Agreement constitutes the entire Agreement and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof. 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 Palm Beach County, State of Florida. In the event of any litigation arising of this Agreement the non-prevailing party will be responsible to pay the prevailing party's reasonable attorney's fees and costs up through any appellate action. Time is of the essence in all matters connected with this Agreement. Facsimiles signatures shall serve as originals to this Agreement. This Agreement may be signed in counterparts and each counterpart when placed together with the other counterparts shall serve as the fully executed Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by each of the individual parties hereto and signed by an officer thereunto duly authorized and attested under the corporate seal by the Secretary of the corporate party hereto, all on the date first above written.

 <b>PEDRO MORENO</b> Date: July <u>26</u> , 2012	<b>PAPA'S CAFÉ GROUP CORP.</b> <b>a Florida corporation</b>  By: _____ Cristobal Parra, President [Corporate Seal] Date: July <u>26</u> 2012
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