

Florida Department of State Division of Corporations Electronic Filing Cover Sheet

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COR AMND/RESTATE/CORRECT OR O/D RESIGN THAI VILLA RESTAURANT, INC.

Certificate of Status	0
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Amnd 11/17/11

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Corporate Filing Menu

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ARTICLES OF AMENDMENT
TO
ARTICLES of INCORPORATION
OF

Thai Villa Restaurant, Inc.

Thai Villa Restaurant, Inc. a corporation organized and existing under the laws of the state of Florida, under certificate filed in the office of the secretary of state on July 6, 2010, (Document # P10000055779), hereby certifies as follows:

1. By written action dated the 15th of November, 2011, the Board of Director of the Corporation adopted the following Amendment to its Articles of Incorporations:

RESOLVED, that the Article VII of Incorporation of Thai Villa Restaurant, Inc. be amended so as to accept the resignation of Mani Withayanun as the director.

2. This amendment was adopted by the incorporator without shareholder action and shareholder action was not required.

IN WITNESS WHEREOF, the undersigned Incorporator of this corporation have executed these Articles the 15th of November, 2011.

Atchara Saksrisanguan
Atchara Saksrisanguan, incorporator

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement, intending to be legally bound thereby as of the day and year first above written.

SELLER:

Manit Withayanun 11/15/11
Manit Withayanun Date

Rachet S
Witness

PURCHASER:

Somporn Klatpetch 11/15/11
Somporn Klatpetch Date

Rachet S
Witness

Chutinart Saksrisanguan 11/15/11
Chutinart Saksrisanguan Date

Rachet S
Witness

**AGREEMENT FOR THE SALE OF STOCK
THAI VILLA RESTAURANT, INC.**

AGREEMENT made this first day of November 2011 by and between **Manit Withayanun** (the "seller") and **Somporn Klatpetch and Chutinart Saksrisanguan** jointly, (the "Purchaser"), effective November 1, 2011.

RECITALS

WHEREAS, the Seller is willing to sell to the Purchaser all of his shares of **THAI VILLA RESTAURANT, INC.**, a Florida corporation (the "Company"), which Seller now owns 100 (One Hundred) shares; and

WHEREAS, the Purchaser desires to purchase such shares at the prices and upon the terms and conditions hereinafter provided;

It is therefore agreed:

1. **Sale** The Seller hereby sells to the Purchaser all Seller's shares of the common stock of **THAI VILLA RESTAURANT, INC.**, effective November 1, 2011, and contingent upon the Purchaser's signing an assignment (or new) Lease with the change of ownership.

2. **Purchase Price** The purchase price is **\$3,800 for the 100 shares**.

3. **Delivery of Shares** Simultaneously with the effective date of the Agreement, the Seller has delivered to the Purchaser, duly endorsed certificates for all the shares sold to the Purchaser. These shares have been surrendered and noted on the books of the Company.

4. **Title** The Seller warrants and represents that he is the sole owner of and have the right to sell all his shares of the Company covered by this Agreement and that all such shares are now and will at all times through delivery to Seller be free of all encumbrances, and will not be disposed of or encumbered, and that the Purchaser shall receive good and marketable title to all of the shares deliverable under this Agreement, free and clear.

5. **No Other Claims** The Seller warrants and represents that they have full right to transfer the shares without violating any agreement or understanding to which the Company or the Seller is a party or by which either of them is bound.

6. **Conditions Precedent to Purchaser's Obligation** All obligations of the Purchaser under this Agreement are subject to the fulfillment and accuracy of Sellers representations and warranties set forth above, and which representations and warranties

shall survive the sale, and contingent upon Purchaser's signing an assignment (or new) Lease with the Landlord.

7. **Indemnification of Purchaser and Seller** The Seller and Purchaser shall defend, indemnify and hold the other harmless from and against all actual or potential claims, demands, liabilities, damages, losses and out-of-pocket expenses including reasonable attorney's fees whether or not reduced to payment, order or award, caused by or arising out of the breach of any representation or warranty made by either in this Agreement, or of their respective pro-rata shares of corporate liabilities as of the effective date of this Agreement. Purchaser shall be responsible for all corporate liabilities on and after November 1, 2011. Seller shall be responsible for his pro-rata share of corporate liabilities through October 31, 2011.

8. **Restrictive Covenant of Seller** It is understood and agreed that Seller shall not enter into nor undertake the same type of or any other restaurant or similar business, either directly or indirectly, as owner, partner, employee, consultant or independent contractor, or as a stockholder, officers or director of any corporation or organization so engaged for a period of three (3) year from the signing of this Agreement anywhere within five (5) mile of the THAI VILLA RESTAURANT, INC. restaurant's location. The Seller and Purchaser likewise agree that a breach of this Paragraph shall cause Purchaser irreparable harm including damages not compensable by money alone and therefore injunctive relief shall be appropriate. Said relief, along with any and all other legal and equitable must be purchased in any court of competent jurisdiction, except that Seller Must re-enter the premises if Purchaser has defaulted upon the assigned or new Lease Agreement.

9. **Lease Agreement** Purchaser acknowledges the existence of a Lease Agreement with the owner of the premises. Purchaser shall indemnify Seller from any and all claims against the company which occur for any reason on or after November 1, 2011 so long as the claim is not based on an act or failure to act by Seller prior to October 31, 2011. This Agreement is effective regardless of the success of the assignment and assumption of its Lease to the Purchaser with the Landlord's consent or to have Purchaser sign a new Lease.

10. **Filing Fees; Counsel Fees** Purchaser shall pay the filing fees and the costs incidental thereto. Each party shall be responsible for its own legal fees.

11. **Broker's Fee** Neither party hereto has dealt with any agent, finder or broker in connection with this transaction. Each party agrees to indemnify and save the other harmless from and against all loss, costs and expenses with respect to any claim against Purchaser or Seller, respectively, for brokers' fees or finders' fees or similar fees or commissions, attributable to the other.

12. **Assignment.** This Agreement shall not be assignable by Purchaser or Seller without the prior written approval of the other.

13. **Binding Agreement.** This Agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of each of the parties hereto.

14. **Counterparts.** This Agreement must be executed in one or more counterparts or by facsimile with the same effect as if the parties executing several counterparts had executed one counterpart, and all such executed counterparts shall together constitute one and the same Agreement. The parties Must

15. elect to attach photocopies of the various signature pages to any Agreement signed in counterpart.

16. **Entire Agreement.** This is the entire Agreement between the parties and Must not be changed or altered without the prior written consent of both parties.

17. **Force Majeur.** Neither Purchaser nor Seller shall be deemed in default of any of its obligations under this Agreement, if its performance of obligations hereunder are delayed or become impossible or impracticable by reason of any act of God, wars, fire, earthquake, strike, sickness, accident, civil commotion, epidemic, act of government or of government agencies or officers, or any other cause beyond such party's control. Such performance of obligations shall be excused for the period of the delay and for a reasonable time thereafter.