

P120000 35835

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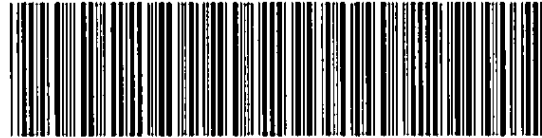
(Business Entity Name)

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S. YOUNG  
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JUL 22 2019

JUL 29 2019

S. YOUNG

## COVER LETTER

**TO:** Amendment Section  
Division of Corporations

**NAME OF CORPORATION:** NOVABRASIVOS CA, INC.

DOCUMENT NUMBER: P12000035835

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

Please return all correspondence concerning this matter to the following:

ROGER LOPEZ

Name of Contact Person

BENTLEY INVESTMENT GROUP, CORP

Firm/ Company

15970 W State Road 84. # 234

Address

SUNRISE, FL. 33326

City/ State and Zip Code

EPERNAY2020@GMAIL.COM

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

For further information concerning this matter, please call:

ROGER LOPEZ

at ( 954 ) 8012747

Name of Contact Person

Area Code &amp; 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

NOVABRASIVOS CA, INC

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

NOVABRASIVOS CA, INC

(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**)

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: \_\_\_\_\_, Florida \_\_\_\_\_  
(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:**

<u>X</u> Change	<u>PT</u>	<u>John Doe</u>
<u>X</u> Remove	<u>V</u>	<u>Mike Jones</u>
<u>X</u> Add	<u>SV</u>	<u>Sally Smith</u>

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) <u>    </u> Change	<u>D</u>	<u>LILISBETH GOMEZ</u>	<u>Urb. El Morro I Calle 141 # 265</u>
<u>    </u> Add			<u>Valencia, Carabobo 2006</u>
<u>X</u> Remove			<u>VENEZUELA</u>
2) <u>    </u> Change	<u>    </u>	<u>    </u>	<u>    </u>
<u>    </u> Add			<u>    </u>
<u>    </u> Remove			<u>    </u>
3 ) <u>    </u> Change	<u>    </u>	<u>    </u>	<u>    </u>
<u>    </u> Add			<u>    </u>
<u>    </u> Remove			<u>    </u>
4) <u>    </u> Change	<u>    </u>	<u>    </u>	<u>    </u>
<u>    </u> Add			<u>    </u>
<u>    </u> Remove			<u>    </u>
5) <u>    </u> Change	<u>    </u>	<u>    </u>	<u>    </u>
<u>    </u> Add			<u>    </u>
<u>    </u> Remove			<u>    </u>
6) <u>    </u> Change	<u>    </u>	<u>    </u>	<u>    </u>
<u>    </u> Add			<u>    </u>
<u>    </u> Remove			<u>    </u>

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

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

SEE ATTACHED.

**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)*

06/01/2019

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 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 06/01/2019 \_\_\_\_\_

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)

ARISTIDES JESUS SUAREZ SILVA

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

PRESIDENT

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

## **SHAREHOLDER AGREEMENT**

THIS SHAREHOLDER AGREEMENT made this 1st day of June, 2019,

### **BETWEEN:**

ARISTIDES JESUS SUAREZ SILVA of Urb. El Morro I Calle 141 # 265 Valencia, Carabobo 2006  
VE

OF THE FIRST PART

and

TARSICIO R SUAREZ of URB. EL MORRO I CALLE 141 # 265 VALENCIA, Carabobo 2006 VE

OF THE SECOND PART

and

NOVABRASIVOS CA, INC of 1285 SEABAY RD  
(the "Corporation")

OF THE THIRD PART

### **BACKGROUND:**

- A. The Corporation is incorporated under the Florida Business Corporation Act (the "Act").
- B. The Act permits the Shareholders to enter into a shareholder agreement in writing to restrict the powers of the directors of the Corporation to manage the business and affairs of the Corporation and to confer certain of the powers normally possessed by the directors of the Corporation on the Shareholders.
- C. The Shareholders have decided to enter into this agreement (the "Agreement") to govern their respective interests, obligations, liabilities, ownership and rights in the Corporation and to provide for the better government of the Corporation.

- D. All of the Shareholders have executed this Agreement.
- E. The Corporation has executed this Agreement for the purpose of acknowledging notice of this Agreement and, where permitted by law, for the purpose of agreeing to give effect to the terms of this Agreement.

**IN CONSIDERATION OF** the premises and mutual covenants and agreements in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

**Interpretation**

- 1. In this Agreement
  - a. "Articles" means the Corporation's Articles of Incorporation or Articles of Amalgamation, as the case may be;
  - b. "Board" means the board of directors of the Corporation;
  - c. "Business Day" means a day other than a Saturday or Sunday or statutory holiday;
  - d. "By-laws" means the by-laws of the Corporation as of the date of this Agreement and as may be amended from time to time;
  - e. "Fair Market Value" means the fair market value as determined by this Agreement;
  - f. "Financial Statements" means the financial statements of the Corporation, prepared in accordance with generally accepted accounting principles;
  - g. "Party" or "Parties" means all of the Shareholders and the Corporation;
  - h. "Share" or "Shares" refers to one or more shares in the capital of the Corporation;
  - i. "Shareholder" means any one of the Shareholders who is or later becomes a Shareholder in the Corporation;



- j. "Shareholders" mean any two or more of the Shareholders who are or later become Shareholders in the Corporation.

**Shareholder Agreement**

2. This Agreement restricts the Board's power to manage and supervise the Corporation to the extent necessary to effect the Shareholders' objectives as such objectives are set out in this Agreement and transfers such powers to the Shareholders. The Shareholders acknowledge that to the extent the Board's powers are restricted and transferred to the Shareholders, the obligations and liabilities of the Board, and the individual directors thereon, are also transferred to the Shareholders.

**By-laws and Articles**

3. The By-laws will be read as being subject to the provisions of this Agreement. The By-laws will not be amended or repealed except by written Agreement of all of the Shareholders.
4. The Articles will be read as being subject to the provisions of this Agreement. The Articles will not be amended or repealed except by written Agreement of all of the Shareholders.

**Warranties**

5. The Corporation warrants that as of the date of this Agreement, all issued and outstanding Shares are owned as follows:

Name	Number of Shares	Class
ARISTIDES JESUS SUAREZ SILVA	90	CLASS A
TARSICIO R SUAREZ	10	CLASS A

6. Each Shareholder warrants that the Shareholder is the sole beneficial owner of the Shares identified as being owned by that Shareholder in this Agreement.
7. The Corporation warrants that it has the necessary corporate power and authority to enter into

8. Each Shareholder warrants that he or she is not prevented by reason of law or any other contractual agreement from entering into this Agreement.

**Management of the Corporation**

9. The Corporation's auditor will be: NELSON TRIANA, CPA.
10. The Corporation's bank will be: PNC BANK, WELLSFARGO BANK, BANK OF AMERICA
11. The Corporation will not make capital expenditures in excess of \$1,000.00 without the prior written approval of all of the Shareholders.
12. The Corporation will not mortgage, charge, grant a security interest in or otherwise encumber the Corporation's assets, except for purchase money security interests incurred in the ordinary course of business, without the prior written approval of all of the Shareholders.
13. The Corporation will not sell, lease, exchange or dispose of any of the Corporation's assets that have an aggregate value in excess of \$1,000.00 in any fiscal year, except for inventory that is disposed of in the ordinary course of business, without the prior written approval of all of the Shareholders.
14. The Corporation will not give any financial assistance by way of gift, loan, guarantee or otherwise to any Shareholder, director, officer or employee of the Corporation or to any person or entity related to any Shareholder, director, officer or employee. For the purpose of this Agreement, individuals connected by blood relationship, marriage or common-law partnership or adoption are related, and an individual is related to a corporation if the individual has effective or legal control of the corporation, is part of a group that has effective or legal control of the corporation, or is related to an individual or corporation that has effective or legal control of the corporation or is related to a person who is part of a group that has effective or legal control of the corporation.
15. The Corporation will not purchase, redeem or acquire any Shares from any Shareholder except as provided in this Agreement and except in compliance with corporate solvency provisions and capital requirements of the Act.

16. The Corporation will not issue any Shares after the date of this Agreement unless the Shares are issued in accordance with this Agreement or with the prior written approval of all of the Shareholders.
17. Shares will not be issued for other than money consideration, without the prior written approval of the Shareholders. Money includes a debt owing by the Corporation or a debt secured by a guarantee given by the Corporation. Money does not include a promissory note or other promise to pay.

#### **Capital Requirements of the Corporation**

18. If two-thirds of the Shareholders determine by written resolution that the Corporation requires additional funds to meet the Corporation's obligations to its creditors or to achieve the purpose for which the Corporation was incorporated the Shareholders will provide the Corporation with an interest-free Shareholder loan (the "Loan") in an amount that is sufficient to enable the Corporation to meet such obligations or objectives, as the case may be. Each Shareholder will contribute to the Loan on a pro rata basis. The Shareholders may exempt any Shareholder from contributing to the Loan, but if less than all of the Shareholders contribute to the Loan, the Shareholders who contribute to the Loan will be entitled to interest at a reasonable commercial rate.

#### **Pre-Emptive Rights**

19. Subject to the limitations on pre-emptive rights in the Act, and subject to the Articles, any Shares issued by the Corporation will be offered and issued in accordance with the following provisions:
  - a. The Shares will be offered first to the Shareholders of the class of Shares being issued (the "First Offer") on a pro rata basis.
  - b. Any Shares remaining after the First Offer will be offered on an equal basis to the other Shareholders of that class (the "Second Offer") for not less than the subscription price specified in the First Offer and on terms not more favorable than those in the First Offer.
  - c. Any Shares remaining after the Second Offer will be offered on an equal basis to all Shareholders in the Corporation (the "Third Offer") for not less than the subscription price specified in the Second Offer and on terms not more favorable than those in the

First Offer.

- d. Any Shares remaining after the Third Offer may be offered to any person or persons (the "Final Offer") for not less than the subscription price specified in the Third Offer and on terms not more favorable than those in the First Offer.
20. The First Offer, the Second Offer, the Third Offer and the Final Offer (collectively and individually the "Offer") will be in writing and will specify:
- a. the subscription price at which the Shares are offered;
  - b. the date by which the Offer must be accepted, which will be not less than 10 Business Days from the date on which the Offer is made;
  - c. the terms of the Offer; and
  - d. the closing date for the transaction, which will be between 30 and 90 Business Days from the date on which the Offer is accepted.
21. If the Offer is not accepted within the time period specified for accepting the Offer, the Offer will be deemed to be declined.
22. Shares will not be issued unless:
- a. the subscriber is a party to this Agreement; or
  - b. the subscriber agrees to be bound by and to become a party to this Agreement and gives a written and legally binding undertaking to be bound by and become a party to this Agreement.

**Death or Incapacity of Shareholder**

23. If a Shareholder dies or becomes incapable (the "Incapacitated Shareholder") of performing duties that the Shareholder is required to perform as a director or officer or as otherwise imposed by this Agreement by reason of sickness, injury, mental or physical incapacity ("Incapacity") and it appears as though the Incapacitated Shareholder will not recover so as to be able to perform

those duties within 90 days of the Incapacity, the other Shareholders will purchase all of the Incapacitated Shareholder's Shares at Fair Market Value as soon as practicable but not later than 6 months after the Incapacity. If there is more than one other Shareholder purchasing the Incapacitated Shareholder's Shares, each Shareholder will, subject to the prior written agreement of the other purchasing Shareholders, purchase an equal amount of the Incapacitated Shareholder's Shares. Each Shareholder may obtain insurance on the life of any other Shareholder in an amount not exceeding the estimated Fair Market Value of that Shareholder's Shares. The proceeds from any such life insurance will be used for the sole purpose of purchasing a deceased Shareholder's Shares.

### **Dispute Resolution**

24. In the event a dispute arises between two or more Shareholders, the Shareholders will attempt to resolve the dispute through friendly consultation. If the dispute is not resolved within a reasonable period, then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Florida. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Florida.
25. The dispute resolution process may be commenced by any of the Shareholders by the delivery of written notice (the "Notice of Dispute") to all other Shareholders. The notice will specify the dispute to be arbitrated, the issues of fact and law to be determined and the proposed arbitrator.
26. Any Shareholder may object to a proposed mediator and propose an alternate by delivering a written notice of objection to all other Shareholders within 15 Business Days of receiving the Notice of Dispute. All of the proposed mediators will jointly appoint a mediator. If the proposed mediators are unable to agree upon a mediator, any party to the dispute may apply to the Court for the appointment of a mediator.
27. Any Shareholder may object to a proposed arbitrator and propose an alternate by delivering a written notice of objection to all other Shareholders within 15 Business Days of receiving the Notice of Dispute. All of the proposed arbitrators will jointly appoint an arbitrator. If the proposed arbitrators are unable to agree upon an arbitrator, any party to the dispute may apply to the Court for the appointment of an arbitrator.

28. If no Shareholder objects by written notice to the proposed mediator or arbitrator within 15 Business Days of receiving the Notice of Dispute, the proposed mediator or arbitrator will be presumed acceptable.
29. Every mediator and arbitrator, and all proposed mediators and arbitrators will be at arm's-length from every Party to this Agreement and will not have any interest in the dispute.
30. The mediator or arbitrator will, subject to applicable legislation, determine the procedure for hearing the dispute but will give written reasons for material findings of fact and a written decision.
31. The mediator or arbitrator will determine the liability among the parties to the dispute for the cost of the dispute resolution process and for the payment of the mediator or arbitrator.

**Right of First Refusal**

32. Shareholders are prohibited from selling, transferring or otherwise disposing of their Shares or any interest in their Shares unless:
  - a. the Shares are first offered at not more than Fair Market Value to the Shareholders of the class of Shares being sold on a pro rata basis ("Offer One"); and
  - b. the Shares remaining after Offer One are offered to all other Shareholders on an equal basis ("Offer Two") for not less than the price specified in Offer One and on terms not more favorable than those in Offer One.
33. The Shares remaining after Offer Two may be offered to any person or entity (the "Third Party Offer") for a period of 180 days from the date on which Offer Two was made for not less than the price specified in Offer Two and on terms not more favorable than those in Offer One.
34. Offer One, Offer Two and the Third Party Offer (collectively and individually the "Offer") will be in writing and will specify:
  - a. the price at which the Shares are offered;

- b. the date by which time the Offer must be accepted, which will be not less than 10 Business Days from the date on which the Offer is made;
  - c. the terms of the Offer; and
  - d. the closing date for the sale of the Shares, which will be between 30 and 90 Business Days from the date on which the Offer is accepted.
35. Any Offer not accepted within the time period specified for accepting the Offer will be deemed to be declined.

**Tag-Along Provisions**

36. If a transaction involving the sale of Shares to a person, firm, partnership, association, or other entity that was not previously a Shareholder of the Corporation (a "Third Party") will result in the Third Party acquiring 50% or more of the Shares in the Corporation, the selling Shareholder or Shareholders ("Selling Shareholder") will not be entitled to sell the Shares unless the Third Party offers the following options to each remaining Shareholder ("Remaining Shareholder"):
- a. The Third Party will offer to purchase any Remaining Shareholder's Shares. This offer will remain open for a period of 90 days from the date on which the Third Party first acquires Shares in the Corporation.
  - b. If the Remaining Shareholder is selling Shares of the same class and series as the Shares purchased by the Third Party, the price will be the same.
  - c. If the Remaining Shareholder is selling Shares of a class or series other than the Shares purchased by the Third Party, the price will be the Fair Market Value of the Shares. If the Fair Market Value of the Shares is unknown, the Third Party will bear the cost of determining the Fair Market Value of the Shares.
  - d. The Third Party will purchase the Remaining Shareholder's Shares on terms that are substantially similar to and not less favorable to the Remaining Shareholder than those in the transaction between the Selling Shareholder and the Third Party.

**Valuation**

37. The Fair Market Value of the Shares will be set by the Shareholders on an annual basis and will be communicated by way of a Shareholders Resolution declaring that the Shareholders agree that the Fair Market Value of each Share of each class and series is a specified amount.
38. At the date of this Agreement the Fair Market Value of the Shares is as follows:
- EACH SHARE HAS A VALUE OF USD 100.00 (ONE HUNDRED UNITED STATES DOLLARS)
39. If the Shareholders cannot agree on the Fair Market Value of the Shares or fail to set the Fair Market Value on an annual basis for whatever reason, the Fair Market Value will be determined as follows:
- a. The Shareholder or Shareholders desiring the valuation will give written notice to all other Shareholders that a valuation is required (the "Valuation Notice").
  - b. The Valuation Notice will specify the reason for the valuation and will name three (3) firms or persons that specialize in and have substantial experience in business valuation that are at arm's-length from all Parties (the "Potential Valuators").
  - c. The Shareholders receiving the Valuation Notice will select one of the Potential Valuator's to act as the valuator (the "Valuator").
  - d. The Valuator will value the Shares in accordance with generally accepted accounting principles in the jurisdiction in which the Corporation is incorporated or continued.
  - e. The Shareholders will share the cost of valuation on a pro rata basis.

**Dividends**

40. Subject to corporate law solvency requirements and to the extent permitted by law and after payment of any Shareholder loans and after establishing sufficient reserves for the normal operation of the Corporation's business activities and debt serving requirements, all of the Corporation's profits will be distributed by way of dividend. Dividends will be distributed annually.



**Notice of this Agreement on Share Certificates**

41. Any and all share certificates issued by the Corporation will have subscribed on them the following notice, or a notice in substantially the following form:
- The shares represented by this certificate are subject to the provisions of a shareholder agreement, made the 1st day of June, 2019, which restricts the right to sell, transfer or encumber any shares in the Corporation, including the shares represented by this certificate. Notice of the said agreement is hereby given. A copy of the said agreement may be obtained by sending a written request to the Board of Directors for the Corporation.

**Effective Date and Term**

42. This Agreement will come into effect on the date of its execution.
43. This Agreement will remain in effect until the earliest of:
- a. the date specified in a written agreement, signed by all of the Shareholders, terminating this Agreement; or
  - b. the bankruptcy, winding-up or dissolution of the Corporation.

**Address for Notice**

44. Service of all notices under this Agreement will be sufficient if delivered personally or mailed certified, return receipt requested, postage prepaid, to the following addresses:
- ARISTIDES JESUS SUAREZ SILVA  
Urb. El Morro I Calle 141 # 265 Valencia, Carabobo 2006 VE
  - TARSICIO R SUAREZ  
URB. EL MORRO I CALLE 141 # 265 VALENCIA, Carabobo 2006 VE
  - NOVABRASIVOS CA, INC  
1285 SEABAY RD
45. Any Shareholder may, on written notice to all other Shareholders and the Corporation, change the Shareholder's address for notice under this Agreement. If the Corporation's registered address changes, the Corporation may, on written notice to all Shareholders, change its address for notice

under this Agreement.

**Severability**

46. If there is a conflict between any provision of this Agreement and the Act, the Act will prevail and this Agreement will be amended in order to comply with the Act. Further, any provisions required by the Act are incorporated into this Agreement.
47. If there is a conflict between any provision of this Agreement and any form of Agreement prescribed by the Act, that prescribed form will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by that prescribed form are incorporated into this Agreement.
48. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement and the remaining provisions had been executed by the Parties subsequent to the expungement of the invalid provision.

**General Provisions**

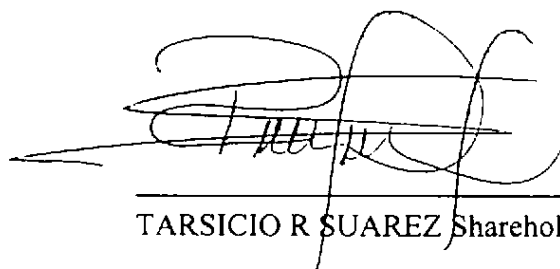
49. This Agreement will not be amended or modified except by the written agreement of all the Shareholders. All Shareholders, without the consent of the Corporation, may modify, amend or rescind this Agreement.
50. This Agreement constitutes the entire agreement between the Parties and supersedes any previous agreement or representation with respect to the matters set forth in this Agreement, and there are no conditions, warranties, representations, agreements, express or implied, relating to such matters.
51. This Agreement will be construed in accordance with and governed by the laws of the State of Florida.
52. Headings are inserted for the convenience of the Parties and for the purpose of interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa. Words in the neuter mean and include the masculine and feminine and vice versa.

53. This Agreement will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of the Parties.
54. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
55. Time is of the essence in this Agreement.
56. The Parties will do all acts and things and execute all documents that are reasonably necessary or advantageous to enforce this Agreement according to its tenor and intent and each Party will bear that Party's own expenses in connection with the same.
57. All dollar amounts in this Agreement refer to US Dollars, and all payments required to be paid under this Agreement will be paid in US Dollars unless the Parties agree otherwise.
58. No Party will be liable in damages or have the right to terminate this Agreement for any delay or default in performance if such delay or default is caused by conditions beyond that Party's control including, but not limited to acts of God or government restrictions, wars, insurrections, natural disasters, such as earthquakes, hurricanes or floods and/or any other cause beyond the reasonable control of the Party whose performance is affected.

**IN WITNESS WHEREOF** the Parties have executed this Agreement on this 1st day of June, 2019.



ARISTIDES JESUS SUAREZ SILVA  
Shareholder



TARSICIO R SUAREZ Shareholder

NOVABRASIVOS CA, INC Corporation

Per: **NOVABRASIVOS, C.A., INC** (SEAL)