

P 140000517301

\_\_\_\_\_  
(Requestor's Name)

\_\_\_\_\_  
(Address)

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(Address)

\_\_\_\_\_  
(City/State/Zip/Phone #)

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(Business Entity Name)

\_\_\_\_\_  
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R. WHITE

17 JUN -2 PM 2:10  
2017

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**NAME OF CORPORATION:** MARRAKESH HOOKAH LOUNGE, INC

**DOCUMENT NUMBER:** P14000051739

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

Please return all correspondence concerning this matter to the following:

EL HOUSSINE TAYOUR

Name of Contact Person

MARRAKESH HOOKAH LOUNGE, INC

Firm/ Company

5192 US HWY 192

Address

KISSIMMEE, FL 34746

City/ State and Zip Code

HAMALTAYOUR@HOTMAIL.COM

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

For further information concerning this matter, please call:

EL HOUSSINE TAYOUR

Name of Contact Person

at ( 407 )

922-2283

Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

- |   |  |   |  |
|---|--|---|--|
| <input checked="" type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee &<br>Certificate of Status | <input type="checkbox"/> \$43.75 Filing Fee &<br>Certified Copy<br>(Additional copy is<br>enclosed) | <input type="checkbox"/> \$52.50 Filing Fee<br>Certificate of Status<br>Certified Copy<br>(Additional Copy<br>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

17 JUN -2 PM 2:18

MARRAKESH HOOKAH LOUNGE INC

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

P14000051739

(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:**

X Change                      PT      John Doe

X Remove                    V      Mike Jones

X Add                        SV      Sally Smith

| <u>Type of Action</u><br>(Check One) | <u>Title</u>      | <u>Name</u>                               | <u>Address</u>                            |
|--------------------------------------|-------------------|---|---|
| 1) <u>    </u> Change                | <u>VP</u>         | <u>NABIL BOROMI</u>                       | <u>4681 CHEYENNE POINT TRAIL</u>          |
| <u>X</u> <u>    </u> Add             |                   |   | <u>KISSIMMEE, FL 34746</u>                |
| <u>    </u> Remove                   |                   |   |   |
| 2) <u>    </u> Change                | <u>          </u> | <u>                                  </u> | <u>                                  </u> |
| <u>    </u> Add                      |                   |   |   |
| <u>    </u> Remove                   |                   |   |   |
| 3 ) <u>    </u> Change               | <u>          </u> | <u>                                  </u> | <u>                                  </u> |
| <u>    </u> Add                      |                   |   |   |
| <u>    </u> Remove                   |                   |   |   |
| 4) <u>    </u> Change                | <u>          </u> | <u>                                  </u> | <u>                                  </u> |
| <u>    </u> Add                      |                   |   |   |
| <u>    </u> Remove                   |                   |   |   |
| 5) <u>    </u> Change                | <u>          </u> | <u>                                  </u> | <u>                                  </u> |
| <u>    </u> Add                      |                   |   |   |
| <u>    </u> Remove                   |                   |   |   |
| 6) <u>    </u> Change                | <u>          </u> | <u>                                  </u> | <u>                                  </u> |
| <u>    </u> Add                      |                   |   |   |
| <u>    </u> Remove                   |                   |   |   |

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

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

RECLASSIFICATION OF SHARES, 50 SHARES FOR THE PRESIDENT, EL HOUSSINE TAYOUR AND

50 SHARES FOR THE VICE PRESIDENT. ABIL BOROMI. MR BOROMI HAS PURCHASED 50% PERCENT OF

THE BUSINESS MARRAKESH HOOKAH LOUNGE, FROM THE PRESIDENT EL HOUSSINE TAYOUR

**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)*

N/A

The date of each amendment(s) adoption: 5/25/17, if other than the date this document was signed.

Effective date if applicable: 5/25/17  
(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

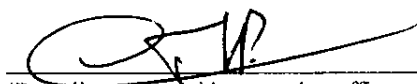
by \_\_\_\_\_."  
(voting group)

☐ 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 5/25/17

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)

EL HOUSSINE TAYOUR

(Typed or printed name of person signing)

PRESIDENT

(Title of person signing)

## STOCK PURCHASE AND SALE AGREEMENT

This bill of sale and assignment and assumption agreement is entered into on May 17th, 2017, between Nabil Boromi (the "Buyer"), and El Houssine Tayour, (the "Seller"), and (the "Owner"). The Seller owns and operates a 100% of business known as MARRAKESH HOOKAH LOUNGE INC. Located at 5192 W into Bronson Memorial HWY, kissimmee, FL (the "Business"). El HOUSSINE TAYOUR (The Seller) Selling 50% FIFTY Percent of The Business MARRAKESH HOOKAH LOUNGE to NABIL BOROMI

Therefore, in consideration of the mutual covenants contained herein and in reliance on the representation and warranties specified below, the parties agrees as follows:

### Terms

1. Sale and Purchase of Shares. Seller shall sell the shares to Buyer, and Buyer shall purchase the Shares from Seller, according to the terms and conditions of this Sale Agreement.
2. Purchase Price and Payment.
  - (a) In consideration for the sale of the sale of the Shares by Seller to Buyer, Buyer will :
    - (i) Pay the sum of thirty thousand Dollars \$30,000.00 by delivering a cashier check in the amount of thirty thousand Dollars to the seller and a signed Promissory Note in the form attached hereto at Exhibit "A" to Seller at Closing, such payments to be secured by the Security Agreement in the form attached hereto at Exhibit "B" and guaranty of the Corporation, and
    - (ii) Indemnify Seller from and against any and all claims arising out of the activities of the Corporation by executing the Indemnity Agreement in the form attached hereto at Exhibit "C"
  - (b) Upon receipt of the foregoing purchase price in full ("transfer date"). Seller will dully deliver to Buyer such instruments and documents as reasonably requested by Buyer to transfer the Shares.
3. Closing. The closing (referred to herein as the "Closing") of the transactions contemplated by this Sale Agreement shall occur at a mutually agreeable time and location effective May 17th, 2017. At the Closing, the Buyer shall:
  - i. deliver cash or other form of payment reasonably accepted to Buyer in the amount of \$30,000.00 Dollars.
  - ii. dully deliver Promissory Note executed by Buyer and Corporation in the form attached at Exhibit "A",
  - iii. dully deliver an executed Security Agreement in the form attached hereto at Exhibit "B", and
  - iv. dully deliver an executed Indemnity agreement in the form attached hereto at Exhibit "C".

4. Representations and Warranties of Seller, seller represents and warrants to Buyer, on and as of the date of this agreement, and as of the Closing Date, that:
- (a) Seller has the necessary power and authority to execute, deliver and perform its obligations under this Sale Agreement and this Sale Agreement has been dully executed and delivered by Seller and constitutes the valid and binding agreement of Seller, enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization or other laws of general applicability relating to or affecting creditors' rights and to general principles of equity;
  - (b) The execution and delivery of this Sale Agreement by Seller and the consummation by Seller of the transactions herein contemplated will not contravene any provision of applicable law. And will not constitute a breach of or default under any agreement or other instrument or any decree, judgment or order to which the Seller is currently a party or by which the Seller or the Shares are bound, and no consent, approval or authorization of any governmental body, agency or official is necessary for the execution delivery or performance of this Sale Agreement by the Seller;
  - (c) Seller has and, at the transfer date, will have good and marketable title to the Shares, free and clear of any pledge, lien, security interest, encumbrance, claim or equity other than pursuant to this Sale Agreement; Seller has full right, power and authority to sell, transfer and deliver the Shares to the Buyer; upon delivery of the Shares to the Buyer and payment of the purchase price thereof as herein contemplated, the Buyer will receive good and marketable title to the Shares, free and clear of any pledge, lien, security interest, encumbrance, claim or equity;
  - (d) The Shares are and, on the transfer date, will be free and clear of any and all restrictions on transfer, and the certificates evidencing the Shares to be delivered to Buyer will be in negotiable form and will not contain or refer to any restrictive legend or other restrictions on transfer; and
5. Representations and Warranties of Buyer, Buyer represents and warrants to Seller that
- (a) Buyer has made those investigations of the Corporation and performed such due diligence as Buyer considers appropriate to determine or verify the condition (financial or otherwise) of the Corporation;
  - (b) Seller and the Corporation have provided Buyer with all of the information deemed necessary by buyer to perform the due diligence investigation;
  - (c) Buyer is able to evaluate the merits, risks and other factors of owning the Shares;
  - (d) Buyer is not acting as part of a group, or in concert with any other person or entity, in connection with its purchase of the shares;
  - (e) Buyer has the necessary power and authority to enter into and execute this Sale Agreement and this Sale Agreement constitutes the valid and binding obligation of Buyer, enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general principles of equity, and;
  - (f) Buyer has determined that the price for which the Shares are being purchased is a fair price.



considered in construing the particular provision either in favor of, or against, such party.

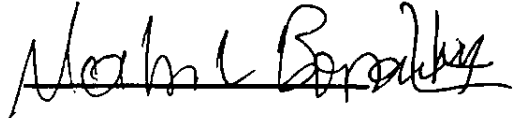
- (i) Advice. Each party acknowledges that the transactions contemplated by this Sale Agreement are significant. Each party further acknowledges that he has obtained legal accounting, tax and other professional advice that such party deems appropriate before entering into this Sale Agreement.
- (j) Entire Agreement. This Sale agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes any prior agreements or understandings with respect hereto.
- (k) Time. Time is of the essence with respect to the obligations to be performed under this Agreement.
- (l) Costs. Each of the parties shall pay all costs and expenses incurred by such party in negotiating and preparing this Sale Agreement and in closing and carrying out the transactions contemplated by this Sale Agreement.

IN WITNESS WHEREOF, the parties have executed this Sale agreement as of the date set forth above.

SELLER EL HOUSSINE TAYOUR



BUYER NABIL BOROMI



STATE OF FLORIDA  
COUNTY OF *Dade*

The foregoing instrument was acknowledged before me this 18 day of May, 2017 by El Houssine Tayour as personally known to me/has produced as identification and who did/did not take an oath.

*and Nabil Boromi*

*FL: BL50-620-79-1260*

*FL: TL600-220-72-0250*



Nebeeka Mendez  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF880544  
Expires 2/15/2020

Printed Typed Name  
Notary Public-State of Florida