

P14000060503

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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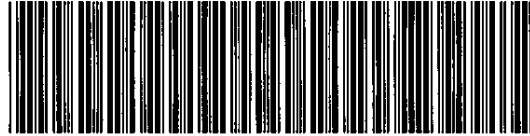
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Snobbish Hustle Inc.

DOCUMENT NUMBER: P14000060503

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

Please return all correspondence concerning this matter to the following:

Julia MAE Robinson
Name of Contact Person
Snobbish Hustle Inc.
Firm/ Company
P. O. Box 611046
Address
Miami FL 33261
City/ State and Zip Code
SnobbishHustle@gmail.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Julia MAE Robinson at (954) 804-1641
Name of Contact Person 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

Snabbish Hustle Inc.

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

P14000060503

(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:

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**)

14311 Biscayne Blvd
Miami FL 33181

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

P.O. Box 611046
Miami FL 33261

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 _____

(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

Type of Action
(Check One)

Title

Name

Address

- 1) ☐ Change P Sasha Davy Crouchfield 3194 Coral Lake LN
☐ Add Sasha D Crouchfield is no Coral Springs, FL
☒ Remove longer apart of our company 33065
- 2) ☒ Change P Julia MAE Robinson 14311 Biscayne Blvd
☒ Add Julia M Robinson will now Miami FL 33181
☐ Remove be the President
- 3) ☒ Change V Cassandra ST Fleuk 14311 Biscayne Blvd
☒ Add Cassandra ST Fleuk will now Miami FL 33181
☐ Remove be the Vice-President
- 4) ☒ Change T Julia MAE Robinson 14311 Biscayne Blvd
☒ Add Julia M Robinson will now be Miami FL 33181
☐ Remove the Treasurer
- 5) ☒ Change S Cassandra ST Fleuk 14311 Biscayne Blvd
☒ Add Cassandra ST Fleuk will now Miami FL 33181
☐ Remove be the Secretary
- 6) ☐ Change _____ _____ _____
☐ Add _____ _____ _____
☐ Remove _____ _____ _____

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

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

Our Articles will be attached and stapled in same envelope. The address on shareholder agreement should be 14311 Biscayne Blvd Miami FL 33181

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)

President - Julia M Robinson owns 500 shares
Vice-President - Cassandra ST Fleur owns 500 shares
Sasha Davy Crockfield no longer owns any shares nor is she agent of the company. She was bought out. New shareholder agreement will be included.

The date of each amendment(s) adoption: 1-4-2016, if other than the date this document was signed.

Effective date if applicable: 1-4-2016
(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 8-26-2016

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)

Julia Mae Robinson
(Typed or printed name of person signing)

President
(Title of person signing)

SHAREHOLDER AGREEMENT

THIS SHAREHOLDER AGREEMENT, hereinafter referred to as the "Agreement", is made this 4th day of January, 2016, by and between CASSANDRA ST FLEUR and JULIA ROBINSON, collectively referred to as the "SHAREHOLDERS", and Snobbish Hustle, Inc., hereinafter referred to as the "CORPORATION". The Corporation and the Shareholders are hereinafter referred to as the "Parties".

WHEREAS, the general nature of the business transacted by the Corporation is to operate a clothing design and marketing business or any other activity or business permitted under the laws of the United States and the State of Florida; and

WHEREAS, the Corporation is authorized to issue 1000 shares of stock at no par value (the "Shares"); and

WHEREAS, the Shareholders wish to provide for the successful management of the Corporation, and harmonious relations among themselves with respect to the conduct of the business and affairs of the Corporation; and

WHEREAS, the Shareholders desire to restrict the transfer of Shares and to provide for their orderly transfer in the event of the disposition of Shares or death of a Shareholder;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual and dependent promises hereinafter set forth, the Shareholders hereby agree with each other, and with the Corporation and, upon its adoption hereof and joinder herein, the Corporation hereby agrees with the Shareholders as follows:

Amended Articles -
ARTICLE I
RECITALS

The foregoing recitals are true and correct. All provisions of prior agreements between the Parties and between the Shareholders which are inconsistent with any requirement hereof are hereby revoked, canceled and replaced by this Agreement.

Cassandra St fleur



Julia Robinson



ARTICLE II AGREEMENT

The Parties hereby enter into this Agreement and agree to be bound by its terms and provisions. No Shareholder shall, while this Agreement is in force, assign, encumber, pledge, transfer, or otherwise dispose of any Shares now or hereinafter owned, except pursuant to the terms of this Agreement. Any person or entity hereinafter acquiring Shares shall accept such Shares subject to all the restrictions, terms, and conditions contained in this Agreement as if it were presently a party to this Agreement. **In the event of any conflict in the terms of this Agreement, the Articles of Incorporation and the By-laws of the Corporation, the provisions of this Agreement shall govern.**

ARTICLE III SHARE OWNERSHIP

The Corporation has or shall issue share certificates as follows:

CASSANDRA ST FLEUR	500 shares
JULIA ROBINSON	500 shares

ARTICLE IV RESTRICTION ON SHARES

The following legend shall be placed upon the face or back of each certificate issued by the Corporation: "The shares of stock represented by this certificate are subject to the terms of the "Shareholder Agreement" dated the 4th day of January, 2016."

The Parties agree that all Shares of the Corporation shall be subject to this Agreement and shall contain the legend given in this Article IV.

Cassandra St fleur



Julia Robinson



**ARTICLE V
MANAGEMENT OF THE CORPORATION**

A. Directors. The by-laws of the Corporation shall provide that there shall be no fewer than two (2) members of the Board of Directors. The Board of Directors of the Corporation, hereinafter sometimes referred to as "Directors", shall be responsible for managing and directing the business and affairs of the Corporation, subject to the provisions of this Agreement. For so long as the Corporation shall exist, the Shareholders shall vote their respective shares to cause CASSANDRA ST FLEUR and JULIA ROBINSON to be elected to the Board of Directors of the Corporation, unless either indicates an unwillingness to serve as Director.

B. Officers. In order to maximize the talents of the respective Shareholders, the Directors shall cause the nomination and election of the following persons to the respective offices, hereinafter collectively referred to as the "Officers":

JULIA ROBINSON
CASSANDRA ST FLEUR
CASSANDRA ST FLEUR
CASSANDRA ST FLEUR

PRESIDENT
CHIEF OPERATING OFFICER
SECRETARY
TREASURER

C. Resignations and Removal. Each Officer and Director shall continue to serve until she resigns, is removed for cause, or is replaced by an election conducted pursuant to this Agreement and the by-laws of the Corporation. This prior provision notwithstanding, each Director and Officer agrees that upon the sale or other disposition of all his Shares to any party, or parties, such transferor shall promptly submit to the Corporation her resignation as Director and Officer, whereupon any vacancies thereby created shall be filled by an election of the remaining Shareholders. The failure of any Director or Officer to resign, in such event, shall be deemed sufficient cause for her removal from office by the Shareholders. Nothing herein shall preclude the removal from office of any other Officer or Director upon a showing of sufficient cause by an unanimous vote of the Shareholders. Upon the resignation of any Officer, or Director, the same shall immediately return any document, property or other belonging of the

Cassandra St fleur



Julia Robinson



Corporation currently in his control or possession. The term "Cause" as used herein shall mean willful and material nonfeasance, and willful and material malfeasance or willful breach of a material fiduciary duty in connection with the affairs of the Corporation.

D. Indemnification. The Director(s) and Officer(s) shall be indemnified by the Corporation against all expenses and liabilities, excepting personal income taxes but including, and not limited to, counsel fees reasonably incurred by or imposed upon her in connection with any proceedings or settlement of any proceeding to which she may be a party or in which she may become involved by reason of her having become, or having been, a Director or an Officer of the Corporation, whether or not she is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of her duties. The Corporation may elect to purchase such Directors and/ or Officers liability insurance or indemnity bonds as may be necessary to secure the performance of its Officers and Directors. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.

E. Withdrawal. In the event either Shareholder is no longer a stockholder of the Corporation, for any reason whatsoever, said Shareholder shall, upon the request of the Corporation, resign as an Officer and Director.

ARTICLE VI VOTING

A. Shareholders' Quorum. A super majority [i.e. Greater than seventy-five percent (75%)] of the Shares entitled to vote, represented in person or by an appropriately authorized proxy, must be present at a meeting in order to constitute a quorum of the meeting of the Shareholders.

B. Director's Quorum. Only the attendance, either by telephone or in person, of all then appointed Directors shall constitute a quorum at any meeting of the Directors of the Corporation. Directors shall be permitted to attend meetings by telephone and such Director(s) shall be counted for quorum and voting purposes.

Cassandra St Fleur



Julia Robinson



C. Vote to Effect Agreement. The Shareholders shall vote their respective Shares and take or cause to be taken such other action as may be necessary to effectuate the terms of this Agreement.

D. Change in Business Purpose. The Parties agree that a resolution receiving the unanimous vote of the Shareholders shall be adopted prior to the authorization or the undertaking of the Corporation to enter into any business or venture other than as initially contemplated herein by the Parties.

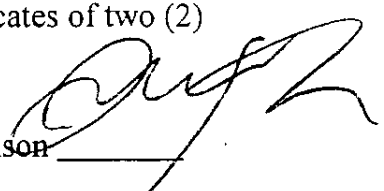
ARTICLE VII TRANSFER OF SHARES

A. Lifetime Transfer to Third Parties. The Shareholders agree that no Shareholder may sell his shares to any third party unless all shares owned by all Shareholders are sold contemporaneously, except that any Shareholder may transfer his shares to a Revocable Living, or Inter Vivos, Trust of which she is the Trustee.

B. Redemption Upon Death or Disability. In the event of the death of any Shareholder (the "Decedent") or her disability, the Corporation shall acknowledge, honor and effect any devise or transfer of shares owned by the deceased or disabled shareholder unto any other shareholder then existing. If the shares of a deceased or disabled shareholder are not bequeathed or transferred unto a then existing shareholder, the Corporation shall enjoy a 'right of first refusal' to purchase all the shares of the deceased or disabled shareholder, and the Personal Representatives of any Decedent's estate shall not transfer or encumber the Shares except in accordance with this Agreement. The Corporation must exercise its rights to purchase by giving written notice within sixty (60) days of the death or disability of the Shareholder. In the event the Corporation does not exercise its right within that time, the Shareholder's estate or the Shareholder shall be entitled to continue to hold the shares in accordance with this Agreement.

The closing on the purchase of the Shares, pursuant to this paragraph, shall take place at the principal office of the Corporation within sixty (60) days from (i) receipt by the Decedent's estate of written notice from the Corporation of the exercise of the option or (ii) receipt of written notice to the disabled Shareholder of the Corporation's election to purchase. For purposes of this Agreement, "disabled" shall mean a physical or mental illness continuing for six (6) months or more resulting in the Shareholder being substantially unable to render the services or responsibilities contemplated by this Agreement. Further, said disability must be conclusively based on certificates of two (2) reputable physicians selected by the Corporation.

Cassandra St fleur 


Julia Robinson

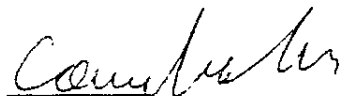
The purchase price, as determined hereunder, shall be payable in cash to the extent there are proceeds from any insurance, including life or disability buy-out insurance; with the balance payable in twenty four (24) equal monthly installments commencing one (1) month from the closing date and evidenced by a promissory note bearing interest at a fixed rate determined by taking the prime rate plus two percent (2%) as of the date of closing. The Note shall provide that the Maker shall have the privilege of prepaying all or any part thereof at any time with interest computed only until the date of prepayment, and that a default in the payment of any installment due under the Note shall cause the remaining unpaid balance to become due and payable forthwith. Default in the payment of any installment due under the Note shall be defined as any installment due under the Note which is more than sixty (60) days past it's due date. The Shares shall be held by the Personal Representative or disabled Shareholder as collateral until the obligation hereunder is paid in full by the Corporation.

C. Determination of Purchase Price. The purchase price of each share described herein shall be determined by dividing the fair market value of the above named corporation as of the valuation date by the number of shares outstanding in the above named corporation. The fair market value of the above named corporation shall be determined by agreement of the parties or their representatives.

In the event of any disagreement among the parties, their executors, administrators, personal representatives, or any of them with respect to the determination of the fair market value of any of the shares to be purchased hereunder, such fair market value shall be computed in accordance with this Section by an independent certified public accountant selected by the above named corporation and each of the stockholders participating in the transaction or their executors, administrators, and personal representatives. The cost of such accounting shall be born by the stockholders participating in the transaction in an amount equal to the ratio of the number of shares owned by each stockholder participating in the transaction divided by the cost of the accounting.

It is understood that the purchase price, determined as set forth above, shall be the value of the purchased shares for all tax purposes. In the event such value is later increased by any federal or state taxing authority, any tax liability resulting from such increase shall be borne by the buyer(s).

Cassandra St fleur



Julia Robinson



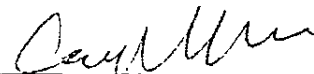
D. Stock Splits, Dilution, Etc. The shares of the Corporation may not be diluted in any fashion whatsoever, except by the unanimous written consent of all the Shareholders.

E. Insufficient Corporate Surplus. If the Corporation elects to purchase shares pursuant to this Agreement and it does not have sufficient surplus to permit it lawfully to purchase all of the Offeror's or Decedent's shares, the Parties may take such reasonable measures to vote their respective holdings of the shares to (i) reduce the capital or increase the surplus of the Corporation, or (ii) take such other steps as may be appropriate or necessary in order to enable the Corporation to lawfully purchase all of the shares.

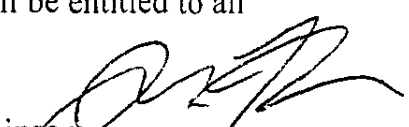
F. Corporate Restrictions After Purchase. So long as any part of the purchase price of Shares sold in accordance with this Article VII of this Agreement remains unpaid by the Corporation, the Corporation shall not (i) declare or pay dividends; (ii) reorganize its capital structure; (iii) merge or consolidate with any other corporation, or (iv) sell any of its assets except in the ordinary course of its business. Further, so long as any part of the purchase price of Shares sold in accordance with this Agreement remains unpaid by the Corporation or any Shareholder, the Offeror or the Decedent's Representative (in the case of a Shareholder death or disability), as the case may be, shall have the rights to examine the books and records of the Corporation, from time to time and, upon having given reasonable notice, and receive copies of all accounting reports and tax returns prepared for or on behalf of the Corporation. If the Corporation breaches any of its obligations under this paragraph, such parties, as the case may be, in addition to any other remedies available, may elect to declare the entire unpaid purchase price and accrued interest due and payable forthwith. Notwithstanding the foregoing, notice of any such breach must be presented in writing to the defaulting party, and a period of 30 days must be allowed for such defaulting party to cure any breach, prior to any escalation procedure by the Offeror or the decedent's representative or estate.

G. Purchase Collateral. Whenever any of the Parties purchases shares under this Agreement, such purchaser (unless he/she shall have paid the entire purchase price in cash) shall, following the delivery of the purchased shares, endorse the new share certificates issued to such purchaser and deliver the same to the seller as collateral security for the payment of the unpaid purchase price; and such shares shall be so held until the entire purchase price shall be paid. While such shares be so held as collateral security and so long as the purchaser is not in default, the purchaser shall be entitled to all voting rights with respect thereto.

Cassandra St fleur



Julia Robinson



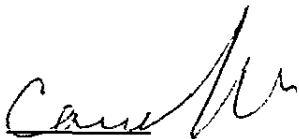
H. Covenant Not To Compete. For so long as any Shareholder is a shareholder in this Corporation, and in the event such Shareholder withdraws from the Corporation, sells his /her shares therein, or for any reason is no longer engaged in the affairs of the Corporation, such Shareholder shall not, for the period in which she is a Shareholder and for a period of two (2) years after her withdrawal, sale and / or disassociation with the Corporation do any of the following:

- 1) Directly solicit any business from any present customers of the Corporation or give any other person, firm or corporation the right, power or authority to do the same;
- 2) Directly or indirectly request or advise any present or future customers of the Corporation to withdraw, curtail or cancel any of their business or other relationships with the Corporation;
- 3) Directly or indirectly induce or attempt to influence any present or future employee or subcontractor of the Corporation to terminate employment with the Corporation or hire any employee or subcontractor of the Corporation without the Corporation's advance written approval; or
- 4) Directly or indirectly own, operate, be employed by, consult with or act as a shareholder, officer, director or in any other manner be involved with a company or enterprise which operates a business substantially similar to that of the Corporation anywhere in the world.

In view of the nature and scope of the Corporation's business the Parties acknowledge that the geographical and time limitations contained in this Agreement are reasonable and properly required for the adequate protection of the lawful business interests of the Corporation.

It is agreed by the parties hereby that if any portion of the covenant contained in this Article VII of this Agreement is held to be unreasonable, arbitrary or against public policy, then the covenant shall be considered divisible, both as to time and as to geographical area, with each month of the time period being deemed a separate month of time and each square mile of the restricted territory being deemed a separate geographical

Cassandra St fleur



Julia Robinson

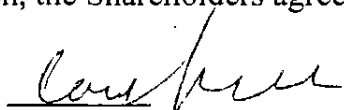


area, except that the lesser period of time or geographical area shall remain effective so long as the same is not unreasonable, arbitrary or against public policy. The parties further agree that such lesser time period or geographical area which may be determined by a court of competent jurisdiction to be reasonable, not arbitrary and not against public policy.

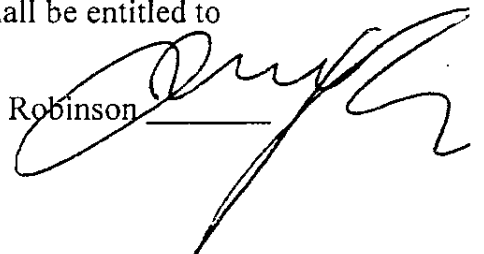
In the event of Shareholder's breach or threatened breach of this paragraph, the Corporation and/or its remaining Shareholders shall be entitled to a preliminary restraining order and an injunction restraining and enjoining the Shareholder from violating the provisions of this paragraph after notice and a hearing. There shall be no requirement for the posting of a bond in connection with any injunction or preliminary restraining order. In addition to or in lieu of the above, the Corporation may pursue all other remedies available to the Corporation and/or the remaining Shareholders against the violating Shareholder for such breach or threatened breach, including the recovery of damages from the violating Shareholder, including reasonable attorneys fees.

I. Confidential Information. The Shareholder's recognize and acknowledge that the knowledge of the Corporation's books, records, tax returns, financial information, finances, business, techniques, methods, design methods, trade secrets, patents, contracts, pricing structures, systems, plans and policies, employees, former employees, customers, and suppliers, of which Corporation presently has information or may obtain information ("Information") is a valuable, unique, and confidential asset of the Corporation. The Shareholders further recognize that the Corporation stores confidential and proprietary Information on computers whether stored in memory, on hard disc or otherwise and acknowledges the Corporation's need to maintain control over that Information. The Shareholders agree to receive the Information in confidence and further agree to hold in confidence and not to directly or indirectly reveal, report, publish, disclose or transfer the Information to any person or entity except as may be previously authorized, in writing, by Corporation. Therefore, the Shareholders agree not to remove, transmit or in any other way provide the Information, to any individual or entity without the prior written authorization from the Corporation. In the event of a breach or a threatened breach of the foregoing provision, the Shareholders agree that the Corporation shall be entitled to

Cassandra St fleur



Julia Robinson



injunctions, both preliminary and final, without bond or security, enjoining and restraining such breach or threatened breach and such remedies shall be in addition to all other remedies which may be available to the Corporation either at law or in equity. The parties agree and acknowledge that a violation of the covenants contained herein shall cause the Corporation to suffer irreparable damages, including the Corporation's inability to prove specific money damages, and the Shareholder agrees that he or she is estopped from subsequently asserting in any action to enforce the provisions of the covenants contained herein that the Corporation has an adequate remedy of law and is therefore not entitled to an injunctive relief.

The Shareholders shall not be permitted to make any copies of the Information other than as authorized in writing by Corporation. Upon termination of this Agreement and/or upon demand of the Corporation, all information and documents shall be immediately returned to Corporation.

ARTICLE VIII VOLUNTARY WITHDRAWAL

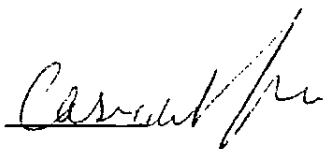
In the event any Shareholder (withdrawing Shareholder) elects to withdraw from the Corporation, he shall give written notice thereof to the Corporation and other Shareholders (remaining Shareholders). Within sixty (60) days of receipt of notice from the withdrawing Shareholder, the remaining Shareholders shall jointly select one of the following alternatives and give the withdrawing Shareholder written notice of the election:

1. Liquidation of the Corporation: or
2. Buyout of the withdrawing Shareholder's interest.

If the remaining Shareholders elect to liquidate the Corporation, all work in progress shall be completed, no new business accepted, and the assets of the Corporation shall be liquidated and disbursed in as short a period of time as is practical in accordance with the laws of the State of Florida.

If the remaining Shareholder(s) elect to purchase the shares of the withdrawing Shareholder, the purchase price shall be calculated pursuant to Article VII, Section C,

Cassandra St fleur



Julia Robinson



reduced by fifty percent (50%) and payable as follows: at least ten percent (10%) of the purchase price within sixty (60) days of the election hereunder and the balance payable in equal monthly installments of principal and interest at the prime rate in effect at the time of purchase as announced in the Wall Street Journal (Eastern edition) plus two percent (2%) per annum in equal installments over a period of twenty four (24) months. This obligation shall be evidenced by a Promissory Note executed by the remaining Shareholder(s) in favor of the withdrawing Shareholder which Note shall provide for a grace period of not less than ten (10) days for any payment and for prepayment in part or whole at any time without penalty.

ARTICLE IX BANKING AND CORPORATE RECORDS

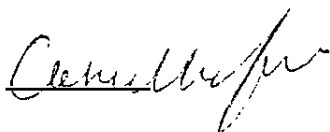
All monies which shall, from time to time, be received by, or on account of, the Corporation, shall be, as immediately as practical, deposited in such checking account or other account which has been designated by the Board of Directors, and which shall stand in the name of the Corporation. Such deposits shall be deposited in the same form as received. Every withdrawal from the corporate accounts must be made by check, draft or wire transfers.

The corporate books and records shall be maintained at the principal office of the Corporation, at 3194 Coral Lake Lane, Coral Springs, Florida , or such other address as designated by the Directors, and shall be maintained on a fiscal year ending December 31. Each Shareholder shall have the right to reasonable access to the corporate books during normal working hours.

ARTICLE X FIDUCIARY RESPONSIBILITIES

Each Shareholder mutually agrees and understands that he is accountable to the other Shareholders and to the Corporation as a fiduciary and that he will exercise the highest degree of good faith in any and all corporate business affairs. In general, every Shareholder mutually agrees he will not profit to the detriment of his fellow Shareholder or to the detriment of the Corporation by reason of his status as a Shareholder of the Corporation.

Cassandra St fleur



Julia Robinson



ARTICLE XI SPECIFIC PERFORMANCE

Each of the Shareholders acknowledge and agree that if a Shareholder shall violate any of the restrictions or fail to perform any of the obligations hereunder, the Corporation will be without adequate remedy at law and will, therefore, be entitled to enforce such restrictions or obligations by temporary or permanent injunction or mandatory relief obtained in an action or proceeding instituted in any court of competent jurisdiction without the necessity of proving damages and without prejudice to any other remedies or damages which it may have at law or in equity.

ARTICLE XII TERMINATION OF AGREEMENT

This Agreement shall terminate upon the happening of any of the following events:

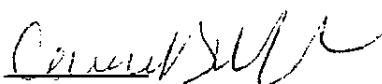
- (a) the written agreement of the Shareholders; or
- (b) cessation of the business of the Corporation.

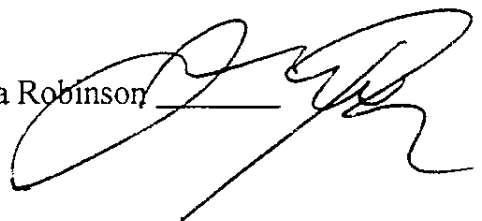
ARTICLE XIII MISCELLANEOUS PROVISIONS

A. **Notices.** Unless otherwise specifically provided herein, all notices to be given hereunder to the shareholders shall be in writing, by registered, certified mail, or Federal Express, return receipt requested, which shall be addressed at the following addresses:

to JULIA ROBINSON
14311 BISCAYNE BLVD
MIAMI, FL 33181

to CASSANDRA ST FLEUR
3194 CORAL LAKE LANE
CORAL SPRINGS, FL 33065

Cassandra St fleur 

Julia Robinson 

and if to the Company to

SNOBBISH HUSTLE, INC.
3194 CORAL LAKE LANE
CORAL SPRINGS, FL 33065

and shall be deemed delivered when deposited with the appropriate carrier, properly addressed and postage or delivery fees prepaid. If such notice is sent other than listed above, such notices shall be deemed delivered only when actually received by the Party being noticed.

B. Further Assurances. All Parties shall execute and deliver such other instruments and do such other acts as may be necessary to carry out the intent and purpose of this Agreement.

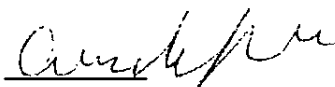
C. Pronouns. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms and the singular for of nouns and pronouns shall include the plural, and vice versa.

D. Counterparts. This Agreement may be executed in any number of counterparts. All executed counterparts shall constitute one agreement notwithstanding that all signatories are not signatories to the original or the same counterpart.

E. Captions. The captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or prescribe the scope of this Agreement or the intent of any provision hereof.

F. Completeness and Modifications. This Agreement constitutes the entire understanding among the Parties and supersedes all prior and contemporaneous agreements or understandings, and no waiver of modification of the terms hereof shall be valid unless in writing signed by the person or persons to be charged and only to the extent herein set forth. No covenant, representation or condition not expressed in this Agreement shall offset or be effective to interpret, change or restrict the express provisions of this Agreement.

Cassandra St fleur



Julia Robinson



G. Severability. The invalidity, in whole or in part, of any covenant, promise or undertaking, or any section, subsection, sentence, clause, phrase or word, or of any provision of this Agreement shall not affect the validity of the remaining portions hereof.

H. Construction. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

I. Binding Effect. This Agreement shall be binding upon the heirs, executors, legal representatives, administrators, assigns and successors of the Shareholders and the Corporation. the Shareholders and all of those under them agree, respectively, to make and execute and deliver any documents necessary to carry out this Agreement.

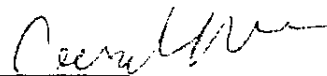
J. Amendments. If at any time during the term of this Agreement all of the Parties desire to clarify, change, or amend this Agreement for any legal purpose whatsoever, such clarification, change, or amendment may be made, at any time, by supplement to or amendment of this Agreement, in writing and will not be held as enforceable until signed by all of the Parties. Such supplement to or amendment of this Agreement shall be attached hereto and shall govern in all matters wherein it clarifies, changes or amends any of the provisions of this Agreement.

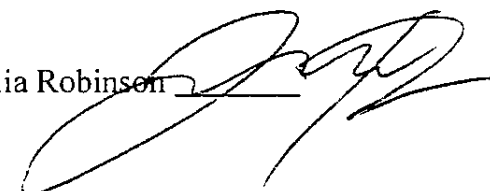
K. Legal Fees. The prevailing party shall be entitled to attorneys' fees and costs in any dispute arising out of this Agreement, including appeal and bankruptcy, if any.

L. Disputes. Any disputes arising under this Agreement shall be resolved in a court of competent jurisdiction in Broward County, Florida.

M. Execution authority. The individuals executing this Agreement warrant that they have the full authority, power, right, and ability to execute this Agreement on behalf of the respective Parties.

N. Preparation. The Parties agree that all Shareholders materially participated in the negotiation of this Agreement, and that the rules of construction shall not be applied against or in favor of any of the parties hereto.

Cassandra St fleur 

Julia Robinson 

IN WITNESS WHEREOF, the Shareholders and the Corporation have hereto set their hands and seals to this Agreement, consisting of thirteen (13) Articles on fourteen (14) pages foregoing plus this Signature Page, on the day and year first above written.

Sealed and delivered the presence of

Michael D. McCallum
Witness

Cassandra St Fleur
CASSANDRA ST FLEUR, Shareholder

Stephen D. McCallum
Witness

Stephen D. McCallum
Witness

Julia Robinson
JULIA ROBINSON, Shareholder

Stephen D. McCallum
Witness

Snobbish Hustle, Inc.,
a Florida Corporation

Michael D. McCallum
Witness

By: Julia Robinson
Title: President

Stephen D. McCallum
Witness

Michael D. McCallum
Witness

By: Cassandra St Fleur
Title: COO

Stephen D. McCallum
Witness