



**COVER LETTER**

TO: Amendment Section  
Division of Corporations

NAME OF CORPORATION: JAD HOME SOLUTIONS INC

DOCUMENT NUMBER: P15000091983

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

Please return all correspondence concerning this matter to the following:

David J Arias

Name of Contact Person

JAD HOME SOLUTIONS INC

Firm/ Company

2815 N Damen Ave #3

Address

Chicago IL 60618

City/ State and Zip Code

j.arias@jadhomesolutions.com

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

For further information concerning this matter, please call:

David J Arias

813

270-2920

at ( )

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

JAD HOME SOLUTIONS INC

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

P15000091983

(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."*

N/A

**B. Enter new principal office address, if applicable:**

(Principal office address **MUST BE A STREET ADDRESS**)

2815 N DAMEN AVE #3

CHICAGO IL 60618

**C. Enter new mailing address, if applicable:**

(Mailing address **MAY BE A POST OFFICE BOX**)

**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:**

N/A

Name of New Registered Agent

(Florida street address)

N/A

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.*

N/A

Signature of New Registered Agent, if changing



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

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

N/A

**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)*

3,675 SHARES WERE TRANSFERRED TO Mr. RICARDO MONTIEL ACQUIRING THE 49%

OF THE COMPANY AND HE WAS APOINTED SECRETARY ON FEBRUARY 2nd, 2017. SEE ATTACHED DOCUMENTS FOR FURTHER DETAILS.

# JAD HOME SOLUTIONS, INC.

## STOCK SUBSCRIPTION

I, Ricardo Montiel Sr., the undersigned, do hereby subscribe for the purchase of Three Thousand Six Hundred and Seventy Five (3,675) shares of the common stock of JAD HOME Solutions, INC. (Corporation) at \$ 1.00 per share for the aggregate purchase price of \$ 3,675.00.

I understand that upon issue, said shares shall constitute 49 % of the common shares outstanding and entitled to vote.

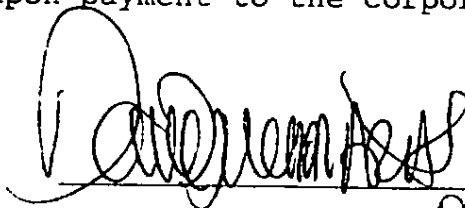


Subscriber

2-1-2017

Date

The foregoing subscription is accepted and the Secretary shall issue said shares upon payment to the corporation the sum of \$ 3,675.00.



Name and Title

PRESIDENT

For the Corporation  
and its Board of Directors

# JAD HOME SOLUTIONS, INC.

## Share Transfer Agreement

This Share Transfer Agreement (the "Agreement") is entered into as of this 2nd day of February, 2017, by and among David Julian Arias (the "Transferor") and Ricardo Montiel Sr. (the "Transferee").

**WHEREAS**, the Transferor owns shares of Common Stock of JAD Home Solutions, Inc., a Florida corporation AND an Illinois foreign corporation.

**WHEREAS**, the Transferor is the registered proprietor of those shares or stocks set out in Schedule A (the "Shares").

**WHEREAS**, the Transferor is desirous of transferring 49% of the Shares to the Transferee on such terms as are set out throughout this Agreement.

**WHEREAS**, the Transferee for his part is desirous of acquiring 49% of the Shares on such terms as are set out in this share transfer Agreement.

**NOW, THEREFORE, IT IS HEREBY AGREED** as follows:

**1. TRANSFER OF SHARES** It is agreed that:

- 1.1 the Transferor transfers absolutely all title over the Shares to the Transferee in consideration of that amount set out in clause 2.
- 1.2 the transfer is absolute and includes all rights and obligations connected to the Shares including but not limited to all rights to dividends, capital and voting rights and for avoidance of doubt any dividends which are due but not yet paid will become due and be paid to the Transferee.
- 1.3 the transfer is effective on the execution of this Agreement and payment of the amount set out in clause 2.

**2. TRANSFER PRICE** It is agreed that the Shares shall be transferred for the price of \$ 1.00 per share.

**3. COST OF TRANSFER** It is agreed that the cost of registering the transfer of the Shares (if any) will be borne by the Transferee.

**4. EFFECT OF LACK OF FORMALITY** It is agreed that should the envisaged transfer of shares fail to be effective due to a lack of formality (including but not limited to a failure to register the transfer correctly in the registers of the company or due to a refusal by the directors of the company whose Shares are being transferred) then the effect shall be the transfer of all beneficial interest in the Shares to the Transferee by the creation of a trust in favor of the Transferee as beneficiary in which the Shares comprise the subject, and the Transferor is the trustee.

**5. WARRANTIES AND INDEMNITIES** It is agreed that:

- 5.1 The Transferor warrants that he is the true owner of the Shares and is absolutely entitled to all of their benefit.
- 5.2 The Transferor warrants that he is not acting as a nominee or trustee and that no other rights exist in connection with the Shares.

5.3 The Transferor warrants that no charge or other obligation exists over the shares whether or not registered and they are completely unencumbered (excepting any obligation to payment of capital in the case of part paid shares).

5.4 The Transferor warrants that he, she or it acquired the Shares for investment purposes and not with a view to the transfer, the resale or further distribution thereof, and that the transfer of the Shares to the Transferee has been occasioned by a change in circumstance on the part of the Transferor that has necessitated the transfer of the Shares from the Transferor to the Transferee.

5.5 Each Party hereby declares that they have all necessary powers and approvals to enter into this Agreement.

5.6 Each Party hereby declares that they are not aware of any matter within their control which might have any negative or adverse effect upon the performance of their obligations under this Agreement.

5.7 The rights, benefits, liabilities and responsibilities contained within the terms of this Agreement can be assigned by any Party with the prior written agreement of the other Party.

5.8 Any delay or failure to enforce the terms of this Agreement and any delay to act on a breach of its term by any party does not constitute a waiver of those rights.

5.9 Each Party hereby warrants that they will not do any action which might harm, hinder or negatively affect the duties of the other Party set out within this Agreement.

5.10 The Parties hereby irrevocably warrant that they accept the exclusive jurisdiction laws and courts of that jurisdiction set out in clause 8 below.

5.11 Except if it is clear from the wording of a clause and with regard to the whole of the share transfer Agreement that a specific clause is intended to mean otherwise than: any words which are in the singular only will be deemed to include the plural (and vice versa) and any words denoted in a specific gender will be deemed to include all genders and any terms which denote any form of person or people shall be deemed to include both legal persons (such as companies) as well as natural person (and vice versa).

5.12 The heading titles contained within in this Agreement are included as a drafting reference only and for ease of reference, they do not comprise part of the share transfer Agreement.

5.13 In the event that any clause (or any part of any clause) shall be deemed to be illegal or invalid by a competent court or other legal authority then this shall have the effect of invalidity and striking out only that clause (or any part of any clause) only and shall not invalidate this Agreement in its entirety.

5.14 This Agreement can be executed either in one original or in more than one counterpart.

5.15 This Agreement is binding on both Parties by virtue of the conduct of both parties and in spite of any defect or error in the formality of its execution.

5.16 The Transferor hereby irrevocably indemnifies and agrees to keep indemnified and hold harmless the Transferee against any and all losses howsoever caused arising from a breach of the warranties or other terms of this Agreement.

**6. VARIATION** This Agreement may be varied and any variation must be made in writing by both Parties.

**7. NOTICES** Notices served pursuant to any term of this Agreement must be served in writing and will be served only if it is handed from one Party to another in person or if delivered to the address for service of the Party in question. Notices may only be served and delivered in English.

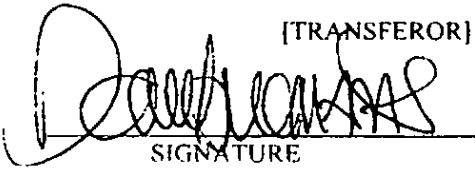

**8. GOVERNING LAW, DISPUTES AND ARBITRATION** It is agreed that:

8.1 This Agreement is made under the exclusive jurisdiction of the laws of **Florida, Illinois** and the United States of America.

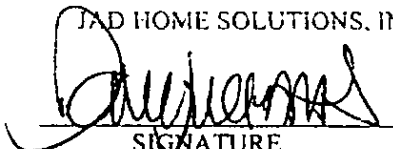


8.2 Disputes under this share transfer Agreement are subject to the exclusive jurisdiction of the courts of Florida, Illinois and the United States of America.

IN WITNESS WHEREOF, each of the Parties has executed this Share Transfer Agreement:

[TRANSFEROR]	[TRANSFeree]
	
SIGNATURE	SIGNATURE
02-01-17	02-01-2017
DATE	DATE
Print Name: <u>David J. Arias</u>	Print Name: <u>Ricardo Montiel Sr.</u>

JAD HOME SOLUTIONS, INC.

BY ITS:  02-01-17

SIGNATURE                      DATE

Print Name: David J. Arias

Title: PRESIDENT

## Schedule A (the Shares)

The following shall comprise the Shares:

<u>Name of Stockholder</u>	<u># of Shares</u>	<u>Consideration</u>
David J Arias	7,500	\$7,500
		(Seven Thousand Five Hundred Dollars)

## **JAD HOME SOLUTIONS, INC.**

### **Call to Order**

A special meeting of JAD Home Solutions, Inc. was held on February 2<sup>nd</sup>, 2017 at 2815 N Damen Ave #3 Chicago IL 60618. It began at 6:00pm and was presided over by President and secretary.

### **Attendees**

Voting members in attendance included: David J Arias

### **Approval of Minutes**

A motion to approve the minutes of the previous November 9, 2015 meeting was made by David J Arias.

### **Officers' Reports**

David J Arias was presented by President

### **Main Motions**

**Motion:** Moved by David J Arias. The motion carried with total number in favor and none against.

### **Announcements**

**Resolved:** As of February 2<sup>nd</sup>, 2017, Ricardo Montiel Sr. was elected at this special meeting as Secretary and said term shall expire on December 31, 2017 unless extended.

### **Adjournment**

David J Arias moved that the meeting be adjourned, and this was agreed upon at 6:20 PM.



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President  
JAD Home Solutions, Inc.

**February 2nd, 2017**

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Date of Approval

FEBRUARY 2nd , 2017

The date of each amendment(s) adoption: \_\_\_\_\_, if other than the date this document was signed.

FEBRUARY 2nd , 2017

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.

FEBRUARY 2nd , 2017

Dated \_\_\_\_\_

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)

DAVID J ARIAS

(typed or printed name of person signing)

PRESIDENT, DIRECTOR

(Title of person signing)