

P16000023462

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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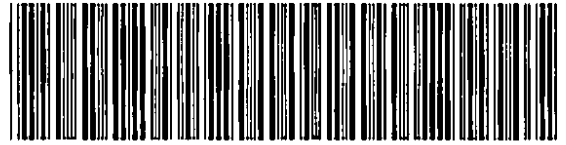
(Business Entity Name)

(Document Number)

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2018 AUG 27 PM 3:58
SECRETARY OF STATE
TALLAHASSEE, FL

C. GOLDEN

AUG 28 2018

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Ropelo 408 Inc

DOCUMENT NUMBER: P16000023462

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

Please return all correspondence concerning this matter to the following:

Yovanka Castellanos

Name of Contact Person

YCCTAX LLC

Firm/ Company

11251 NW 20TH St STE 110

Address

Miami FL 33172

City/ State and Zip Code

info@yccaccountax.com

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

For further information concerning this matter, please call:

Yovanka Castellanos at (305) 456 - 7239
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:

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

FILED

2018 AUG 27 PM 3: 58

Ropelo 408 Inc

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

P16000023462

SECRETARY OF STATE
TALLAHASSEE, FL

(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:

N/A

(City)

Florida

N/A

(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) <u>Change</u>	<u>V</u>	<u>Robert Teran Paiva</u>	<u>11251 NW 20TH ST STE 110</u>
<u>Add</u>			<u>MIAMI, FL. 33172</u>
<u>X</u> Remove			
2) <u>Change</u>			
<u>Add</u>			
<u>Remove</u>			
3) <u>Change</u>			
<u>Add</u>			
<u>Remove</u>			
4) <u>Change</u>			
<u>Add</u>			
<u>Remove</u>			
5) <u>Change</u>			
<u>Add</u>			
<u>Remove</u>			
6) <u>Change</u>			
<u>Add</u>			
<u>Remove</u>			

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)

Please see transfer of shares agreement duly signed by 100% of shareholders.

Shares Transfer Agreement

This share transfer Agreement (the "Agreement") sets out the terms and conditions upon which Robert Teran Paiva, Vice-President, Non Resident Alien, owner of the 50% of Shares of **Ropelo 408 Inc.** (the "Transferor"), being a Company duly registered under the laws of Florida with registered number **P16000023462** and having its registered address at 11251 NW 20th St Suite 110 Miami, FL 33172, will transfer the TOTAL amount of shares held by him to Jose Luis Tocci (the "Transferee"), with a **SSN 592-49-4839**, Non Resident Alien, owner of the 50% of Shares of **Ropelo 408 Inc.** and having its registered address at 11251 NW 20th St Suite 110 Miami, FL 33172 (together, the "Parties").

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

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

WHEREAS, the Transferee for his part is desirous of acquiring 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 his totals shares that constitutes the **50 %** of 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 share transfer Agreement and payment of the amount set out in clause 2.

1.4 the new distributions of Shares or Stocks is set out in Schedule B.

1.5 an Amend will be filed on the Incorporated State (FL) at www.sunbiz.org, removing the Transferor's name from its legal file.

Shares Transfer Agreement

2. **TRANSFER PRICE** It is agreed that the Shares listed on 1.1 shall be transferred for the price of \$50.00 USD.

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

5.5 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 share transfer Agreement.

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

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

Shares Transfer Agreement

5.8 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 share transfer Agreement.

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

5.10 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).

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

5.12 This share transfer Agreement may be executed in more than one language by agreement between the Parties and if there arises some conflict between the various translation of this share transfer Agreement then the English version shall prevail.

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 share transfer Agreement in its entirety.

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

5.15 This share transfer 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 share transfer Agreement.

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

Shares Transfer Agreement

7. **NOTICES** Notices served pursuant to any term of this share transfer Agreement must be served in writing and will be served only if it 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 share transfer Agreement is made under the exclusive jurisdiction of the laws of Miami, FL, USA.

8.2 Disputes under this share transfer Agreement are subject to the exclusive jurisdiction of the courts of Miami, FL, USA.

8.3 Notwithstanding the terms of 8.2 both Parties agree that in the event of a dispute they will enter into arbitration before the International Chamber of Commerce before a single arbitrator whose decision shall be final.

IN WITNESS WHEREOF, each of the Parties has executed this share transfer Agreement:

[TRANSFEROR]

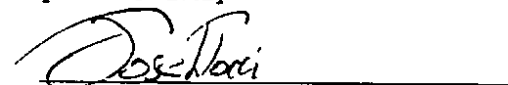

Robert Teran Paiva
Vice-President

8-21-18
Date


Witness

8/21/18
Date

[TRANSFERE]


Jose Luis Tocci
President

8-21-2018
Date


Witness

8/21/2018
Date

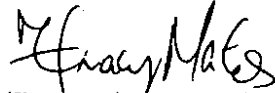


Shares Transfer Agreement

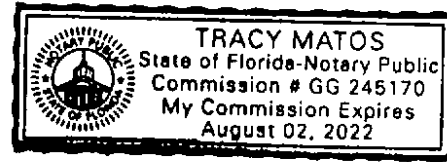
FROM TRANSFEROR

STATE OF FLORIDA
COUNTY OF Miami Dade

Sworn to (or affirmed) and subscribed before me this 21 day of August 2018 by Robert Teran Palva.


(Signature of Notary Public)

Tracy M. Matos
(Name of Notary Typed, Printed, or Stamped)

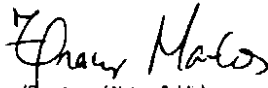


Personally Known ☐ OR Produced Identification ☒ Type of Identification Produced DL # T651-775-71-211-0

FROM TRANSFeree

STATE OF FLORIDA
COUNTY OF Miami Dade

Sworn to (or affirmed) and subscribed before me this 21 day of August 2018 by Jose Luis Tocci.


(Signature of Notary Public)

Tracy M. Matos
(Name of Notary Typed, Printed, or Stamped)



Personally Known ☐ OR Produced Identification ☒ Type of Identification Produced DL # T-263-432-71-029-0

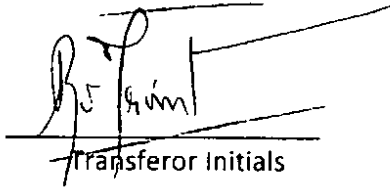
Shares Transfer Agreement

Schedule A (the Old Shares)

The following shall comprise the Shares by percentage:

-Jose Luis Tocci -50 % -50 Shares

-Robert Teran Paiva - 50% -50 Shares
100 Shares


Transferor Initials


Transferee Initials

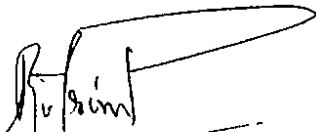



Shares Transfer Agreement

Schedule B (the Shares)

The following shall comprise the Shares by percentage as January 1, 2018:

-Jose Luis Tocci-100% - 100 Shares Total


Transferor Initials


Transferee Initials



08/20/2018

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

08/20/2018

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 N/A _____"
(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.

08/20/2018

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)

Jose Luis Tocci

(Typed or printed name of person signing)

President

(Title of person signing)