

**Pacific Stock Transfer Company**  
**Securities Transfer Agreement**

THIS SECURITIES TRANSFER AGREEMENT (the "Agreement") is made by and between Neighpart International, Corp (the "Company"), with its principal address of 20301 SW 106<sup>th</sup> Ave, Miami, Florida 33189 and Pacific Stock Transfer Company ("PSTC") a stock transfer agent registered with the U.S. Securities and Exchange Commission ("SEC") with a principle address of 6725 Via Austi Parkway, Suite 300, Las Vegas, NV 89119.

WHEREAS the Company wishes to engage PSTC to act as its Transfer Agent and Registrar for the Share Class(es) listed in Section 2 a.) and PSTC desires to be engaged by the Company to be its Transfer Agent and Registrar for the listed Class(es).

**NOW THEREFORE** the Parties agree as follows:

1. **Information and Documents Required to Open an Account.** The documentation required to set up the Company's account is included in the Client Information Form attached to this Agreement as Exhibit A.

2. **Notification of Company Changes:**

a) **Company Recapitalizations.** Should the Company make any adjustments to its capital structure involving the issuance, split (forward or reverse) or cancellation or increase or decrease in the number of authorized capital stock, the Company shall provide PSTC all documentation requested by PSTC. As of the date of this Agreement, the capital structure of the Company is as follows:

Share Class	Par Value	Shares Authorized	Shares Outstanding	Shares Reserved
Common	\$ 0.01	100,000,000	15,744,000	0
Preferred	\$ 0.001	20,000,000	1,000,000	0

b) **Change of Company Officers or Directors.** The Company agrees to notify PSTC within five (5) business days of any change in authorized officers and/or directors of the Company and to provide copies of the SEC filing (8-K), board resolutions and/or meeting minutes showing the appointment of the new officers and/or directors, as well as the resignation letters from the prior officers and/or directors, if applicable. If an outgoing officer or director is a signatory on any Certificate Inventory, PSTC may continue to issue or register such certificates, if not in conflict with the laws of the Company's state of incorporation.

c) **Future Amendments of Charter and/or By-Laws.** The Company shall provide PSTC with copies of any amendments to its Articles of Incorporation filed with the appropriate state of incorporation or amended Bylaws within five (5) business days of filing.

3. **Compensation.** PSTC shall be entitled to compensation for all services rendered to the Company according to its Schedule of Services and Fees, a current copy of which is attached as Exhibit C. The Company understands and acknowledges that PSTC reserves the right, from time to time, to amend its fee schedule with a written notification 30 days prior to the effectiveness of any changes. PSTC does not offer any payment terms to individuals or entities that are not its clients, all non-Company transactions are due and payable upon receipt and prior to PSTC completing the transaction(s). PSTC agrees to invoice the Company monthly for all outstanding fees and expenses and the Company agrees to pay those invoices in full within 30 days of receipt. PSTC reserves the right to discontinue processing Company requests should the Company have any fees and expenses more than 45 days past due. Any invoice not paid in full within 30 days, shall incur a finance charge at the rate of 12% per annum. The Company hereby grants to PSTC a lien on and security interest in any

physical and/or electronic books and records of the Company which are in the possession of PSTC, to be enforced when a balance is due to PSTC. The Payment Authorization Form is attached as Exhibit D.

4. **Third-Party Litigation and Requests.** As a result of litigation, investigation or otherwise, PSTC may receive formal or informal requests, subpoenas, and court orders regarding the Company or Company shareholders ("Requests"). PSTC, in its sole discretion, reserves the right to engage outside counsel, when required, at the Company's expense, to represent and/or provide advice to PSTC in relation to any such Request. As many Requests are confidential, PSTC may, in its sole discretion, choose whether to notify the Company of receipt. In the event PSTC incurs any expenses in relation to the Request, including but not limited to travel, office supplies, copy productions and administrative hourly work, such expenses will be billed directly to the Company, based on the administrative services rate in Exhibit C.
5. **Term.** The Company agrees that PSTC will act as its sole Transfer Agent & Registrar from the date of this agreement until terminated by either party per Section 18 and 19 of this Agreement.
6. **Indemnity.** The Company hereby agrees to indemnify and hold PSTC harmless from any and all suits, actions, proceedings at law or in equity, liabilities, claims (groundless or otherwise), costs, losses, damages, payments, deficiencies, judgments, settlements, penalties, fines, costs and legal and other expenses, including attorneys' fees, arising from or related to the performance of PSTC's duties under this Agreement, specifically including any dispute, litigation, arbitration, or regulatory investigation or action in which the Agent is named as a respondent, defendant, third-party defendant or third-party respondent, or any proceeding or matter where the agent is required to respond to a subpoena, summons, or any other order or inquiry, whether through testimony, in writing, or by the production of documents or information, unless there has been a final and non-appealable adjudication by a court of competent jurisdiction that such claim, loss, damage, or cost was directly caused by the willful misconduct or gross negligence of PSTC, without any contributory negligence by the Company. All payments by the Company to PSTC pursuant to this indemnification clause shall be made as soon as practicable after written demand for indemnification by PSTC therefore is presented to the Company, but in no event later than thirty (30) business days after such written demand is sent by PSTC to the Company. The Company's obligation to make such payments shall not be affected by the pendency of any proceeding regarding the amount or validity of PSTC's demand for indemnification, or by any proceeding alleging willful misconduct or gross negligence by PSTC, unless and until there has been a final and non-appealable adjudication that PSTC is guilty of willful misconduct. Anything herein to the contrary notwithstanding, PSTC shall in no event be liable for any damage resulting from any action taken, omitted or suffered by it in connection with the Company, unless resulting from its gross negligence or willful misconduct. In no event shall PSTC be liable for any consequential or incidental damages of the Company. Company assumes full responsibility and agrees to indemnify and hold harmless PSTC from and against all liabilities, losses, damages, costs, charges, counsel fees and other expenses of every kind, nature and character, which PSTC may incur as a result of acting as Company's Transfer Agent, or as a result of actions of any predecessor Transfer Agent. PSTC may request Company post collateral which is sufficient in the opinion of PSTC or its counsel to secure this indemnity section. PSTC shall not be under any obligation to prosecute or to defend any action or suit in relation to the relationship between PSTC and the Company which, in the opinion of PSTC or its counsel may involve an expense or liability on behalf or against PSTC, unless the Company shall, when such occasion arises, furnish PSTC with satisfactory security for expense or liability. Additionally, Company grants PSTC the following rights and remedies:
  - a) Right of contribution to PSTC by Company for amounts paid to third parties, based on an act or acts of PSTC as Transfer Agent for the Company;
  - b) PSTC may request opinion of counsel relating to any matter that may arise in the performance of PSTC's duties as Company's Transfer Agent, which opinion shall be at the expense of the Company;

- c) A security interest in any books and records of Company which are in possession of PSTC and the right to obtain from Company any books, records or memoranda that are required by PSTC in defense of any claims, which may arise in the performance of PSTC's duties as Transfer Agent.
7. **Signatures**. PSTC shall be protected and held harmless by the Company in acting upon or recognizing any paper or document believed by it in good faith to be genuine and believed by it to have been signed by the person or persons by whom it purports to be signed. It shall also be protected and held harmless by the Company in acting upon or recognizing such certificates, which it reasonably believes to bear the genuine or facsimile seal thereof and the genuine countersignature of the Transfer Agent.
8. **Reliance Upon Representation(s) Made to the Company**. PSTC is an agent of the Company, and in connection with the performance of its duties on behalf of the Company, may rely on any representations, warranties or guarantees, statutory or otherwise, made to the Company by or on behalf of presenters or endorsers of certificates, instructions or otherwise in connection with the transfer or registration or issuance of any of the Company's securities.
9. **Instructions from the Company and Opinion from Company Counsel**. PSTC reserves the right to request from any authorized officer or director of the Company, at any time, instructions and/or clarification with respect to any matter relating to the Company. PSTC also reserves the right to seek advice from counsel of its choosing, at the expense of the Company, with respect to any matter relating to the Company. The Company agrees to hold PSTC harmless and indemnify PSTC for any of its actions performed or not performed, in good faith or at the direction of its counsel, in accordance with or on behalf of the Company. In the event of litigation, PSTC has the right to obtain independent counsel and the Company is responsible for any and all fees incurred for consultation and/or representation of independent counsel when required.
10. **Original Issuances of Stock**. All new issuances will bear restrictive legends in the absence of an opinion of counsel, satisfactory to PSTC and its counsel, which demonstrates the shares are being validly issued pursuant to a registration statement or are being validly issued pursuant to an exemption to the registration requirements of the Federal Securities Laws.
11. **Transfer of Stock**. PSTC will transfer shares of certificated stock and issue and register new certificates upon surrender of properly endorsed and signature medallion guaranteed (by a participant in The Securities Transfer Agents Medallion Program (STAMP), The Stock Exchanges Medallion Program (SEMP), or The New York Stock Exchange, Inc. Medallion Signature Program SM (MSP)) stock certificates together with satisfactory written instructions. PSTC requires signature guarantees for all transfers. PSTC will transfer un-certificated shares (to the extent that such un-certificated shares comply with PSTC policies and procedures) upon submission of an Internal Transfer Instruction form with all necessary endorsements, accompanied by such assurances as PSTC shall deem necessary or appropriate to evidence the genuineness and effectiveness of each necessary endorsement; accompanied by satisfactory written instruction.
12. **Authorization for Certificate Replacement**. PSTC is authorized to issue and register such new certificates for the capital stock of the Company as may from time to time be requested. To replace lost, stolen or destroyed certificate(s), PSTC will require an affidavit as to the loss, theft or destruction of such certificate(s) and indemnification against any and all loss that the Company and/or PSTC may incur by reason of the replacement. Such indemnification shall consist of the individual/entity requesting the replacement of the certificate to obtain an Open Penalties Lost Instrument Bond, also known as a Sole Obligor Bond.
13. **Withholding**. The Company shall notify PSTC of any and all amounts to be withheld from Company shareholders subject to withholding by the Internal Revenue Service or other regulatory agencies. The Company indemnifies and holds PSTC harmless against any expenses, losses, claims, damages or liabilities to

which PSTC may become liable by virtue of the Company's failure to request that PSTC withhold.

- 14. Notice, Proxy Issuance and Tabulation.** At the Company's request, PSTC can mail, examine, and tabulate proxies of registered shareholders and with the authorization of the Company, provide reports of the tabulated results to the Company or its designated agent. If the Company requests that PSTC provide proxy services, at no point will PSTC or its employees, agents or attorneys provide any legal advice regarding the proxy, drafting of the proxy, or the content of the proxy. If the Company requests that PSTC examine and tabulate the results of the proxies, PSTC will do so only in strict accordance with the written instructions received by the Company.
- 15. Certificate Inventory.** The Company hereby authorizes PSTC to purchase or produce, from time to time, certificates as may be needed by it to perform regular transfer duties. The certificates must bear the signatures of two specified authorized officers (or one authorized officer if the Company only has one officer) of the Company as set forth in a Board of Directors Resolution. The cost of such certificates must be paid in advance by the Company. Should the company certificate inventory run out, the Company authorizes PSTC to order additional certificate inventory and/or design "in-house" certificates to ensure orderly transfers and transactions. The Stock Certificate Signature Specimens Form is attached as Exhibit B.
- 16. Sole Agent.** PSTC shall act solely as agent for the Company under this Agreement and owes no duties hereunder to any other person or entity. PSTC undertakes to perform its duties and only the duties that are specifically set forth herein, and no implied covenants or obligations shall be read into this Agreement against it. The Company will not contract with any other Transfer Agency to perform, nor shall the Company itself perform, any transfer agent functions such as the issuance, rescission, or transfer of shares, or any corporate action impacting the Company or its shareholders.
- 17. Successor Transfer Agent.** PSTC may rely on the accuracy of any existing records provided to it by or from any prior transfer agent for the Company (including the Company if the Company acted as its own transfer agent) and the Company will hold PSTC harmless from any and all liability, cost or expense it may incur for acting in reliance on those or any other records provided to PSTC by or for the Company. Should PSTC be presented with a certificate of the Company or a predecessor Company which is not reflected on PSTC's books or records, PSTC shall notify the Company of such presentation. PSTC shall be authorized to register said certificate by the 31<sup>st</sup> day of such notice without the Company's authorization, unless PSTC is secured by a bond posted by the Company prior to the 30 day deadline.
- 18. Termination.** This Agreement may be terminated by the Company by giving written notice to PSTC at least thirty (30) days in advance of the termination date. Upon receipt of a termination notice with instructions to facilitate the conversion of records and transfer of physical books, a corporate resolution terminating PSTC signed by an officer, and valid funds paid in full for the outstanding balance due, PSTC shall have thirty (30) days to surrender all records and documents of the Company to the Company or its designee. No termination shall affect the obligation of the Company to pay for services rendered prior to the effective date of such termination. In the event of a termination of this Agreement, PSTC shall be entitled to enforce a lien and retain books and records of the Company in its possession until all balances and fees due are paid in full. If this Agreement is terminated, the Company understands and agrees it will pay any outstanding balance, the remainder of any monthly maintenance fees due for the remainder of the Term, and the conversion fee then in force on the PSTC fee schedule.
- 19. Resignation.** PSTC may resign and terminate this Agreement at any time by giving written notice of such resignation to the Company at its last known address of record with PSTC, and thereupon its duties as Transfer Agent, Registrar, or Dividend Disbursing Agent, as the case may be, shall cease. PSTC may retain copies of all Company records, which it deems proper or necessary, during and upon resignation of the Agreement. In the

event of a Resignation from this Agreement, PSTC shall be entitled to enforce a lien and retain books and records of the Company in its possession until all balances and fees due are paid in full.

**20. Paying Agent Services.** The Company may also appoint PSTC as the paying agent for various corporate actions requiring the disbursement of Company funds to shareholders through an Amendment to this Agreement or a separate Agreement governing the responsibilities of the Company and PSTC.

**21. Jurisdiction.** PSTC services shall be performed principally in the State of Nevada; this Agreement shall be construed and enforced in accordance with the laws of the State of Nevada and in the exclusive jurisdiction of the State and Federal Courts located in Nevada for the resolution of disputes. This Agreement shall be binding upon and inure to the benefit of the parties, their transferees, successors, and assigns. In the event any legal action is brought to collect any sums due hereunder, or to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to collect such reasonable attorney fees and costs as may be awarded by the court upon any trial or appeal there from.

**22. Assignment.** PSTC may, with or without further consent of the Company, assign any of its rights and obligations hereunder to any transfer agent registered under Rule 17Ac2-1.

**23. Amendment.** This Agreement may be amended or modified through a written and authorized document mutually agreed upon and executed by the Company and PSTC.

I have read and understand this Agreement and the attached Exhibits and agree to the terms herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on May 3<sup>rd</sup> 2024.

PACIFIC STOCK TRANSFER COMPANY  
By:

  
\_\_\_\_\_  
John Buonomo, Senior Director

NEIGHPART INTERNATIONAL, Corp  
By

  
\_\_\_\_\_  
Claudio A Escobar Brizuela, President & CEO

**EXHIBIT A  
CLIENT INFORMATION**

**Business Information:**

Legal Business Name:	Neighpart International, Corp.
Legal Business Address:	20301 AW 106 <sup>th</sup> Ave., Miami, FL, 33189
Business Billing Address:	20301 AW 106 <sup>th</sup> Ave., Miami, FL, 33189
Business Email/Phone:	claudio@nic-usa.net / (786) 342-3254
Domicile State/TIN or EIN:	Florida / 92-0258518
Stock Class/CUSIP:	Common - Preferred / 64016M 109
Ticker/Market/Shareholders:	Pending / OTCQB/ 73

**Contact Information:**

Primary Contact/Title:	Claudio A Escobar Brizuela /President & CEO
Email/Phone:	claudio@nic-usa.net / (786) 342-3254
Billing Contact/Title:	Sandra Caballero / CTO
Email/Phone:	sandra@nic-usa.net / +(5959) 8122-9488
Authorized Contact:	Jorge Schcolnik / Advisor
Email/Phone:	jorge@consultiausa.com / 1-(305) 401-7366
Counsel Name/Firm:	Donald R. Keer, Esq / Donald R Keer, P.E., Esq
Email/Phone:	keeresq@gmail.com / 1-(215) 962-9378

**Optional Services (check the boxes):**

- ☒ The Company elects for paperless billing sent to the billing email address above.
- ☒ The Company hereby requests access to the iPSST Online Platform. Unless stated otherwise, the Primary Contact listed in Contact Information will be the administrator.

**Please also provide the following documents (Check the box if already provided):**

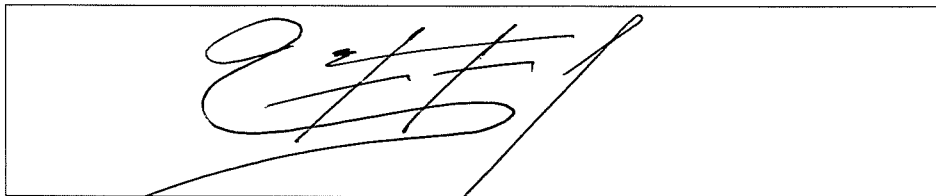
- ☒ A copy of the Company's registration statement (if filed);
- ☒ A file stamped copy of the Company's Articles of Incorporation and any amendments thereto;
- ☐ A copy of the Company's current by-laws (if applicable);
- ☒ A full list of officers/directors and affiliate status; Exhibit D attached hereto and
- ☒ A list of any current/pending litigation involving the Company and/or its officers/directors, Exhibit E attached hereto.

**EXHIBIT B**  
**STOCK CERTIFICATE SIGNATURE SPECIMENS**

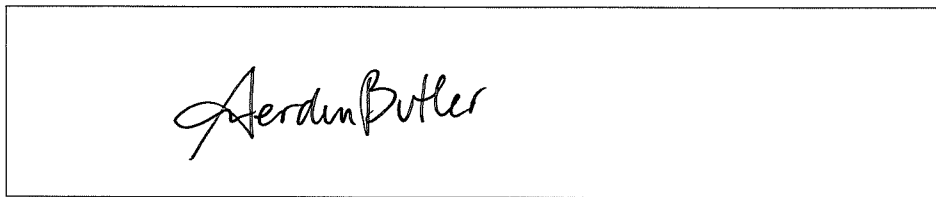
The following officers and directors named below have been duly elected, are now acting and are qualified to sign the stock certificates of the Company. The specimen signatures are genuine signatures of such officers and that resolutions electing these officers are now in full force and effect.

\*Please affix signatures, preferably in black ink, in the three windows using care to ensure the signature stays inside each box.

Name: Claudio Alberto Escobar Brizuela Title: President & CEO

A rectangular box containing a handwritten signature in black ink. The signature is stylized, starting with a large 'C' and 'A' followed by 'E', 'B', 'R', 'I', 'Z', 'U', 'E', 'L', 'A'.

Name: Alicia Belen Verdun de Butler Title: Secretary & COO

A rectangular box containing a handwritten signature in black ink. The signature is written in a cursive style and reads 'Alicia Butler'.

*[remining of the page intentionally left blank]*

**EXHIBIT D**  
**FULL LIST OF OFFICERS/DIRECTORS AND AFFILIATE STATUS**

<b>Last name, name</b>	<b>Age</b>	<b>Position</b>	<b>Term</b>
Escobar Brizuela, Claudio A	38	President & CEO	Until successor elected
Caballero Ojeda, Analia Virginia	31	Chief financial officer	Until successor elected
Caballero Ojeda, Sandra Yanil	29	Chief Treasury Officer	Until successor elected
Verdun de Butler, Alicia Belen	26	Chief Operating Officer and Secretary	Until successor elected
Torres Sanchez, Genesis Maria del Mar	28	Chief Marketing Officer	Until successor elected
Catella Llano, Christian Ismael Maria	31	Chief Human Resources Officer	Until successor elected

Claudio A. Escobar Brizuela is a related party because owns more than 5% of the issued and outstanding shares.

  
 /s/ Claudio A Escobar Brizuela  
 President & CEO



**EXHIBIT C**  
**SCHEDULE OF SERVICES AND FEES**

**Monthly Fee: \$500.00**

The monthly fee is based on a future IPO with less than 500 registered shareholders. The standard monthly fee includes the following services at no extra cost:

- Assignment of a relationship manager
- Account maintenance and recordkeeping.
- iPST: 24/7 issuers & shareholder access to reports and account information
- Daily electronic balancing with DTCC (upon eligibility)
- Shareholder maintenance: permanent and seasonal addresses, account consolidation, householding, shareholder & broker inquiries and correspondence, lost shareholder searches
- Issuer and Shareholder Reports: shareholder list, transaction journal, share structure, etc
- initial issuance of shares in book entry and sending statements to shareholders.

**IPO closing costs.**

The initial closing cost would be approximately \$2500.00 and is subject to services needed and the number of shareholders involved. Closing costs do not include the 15 c2-11 which is provided by the sponsoring broker or the exchange directly.

**Fees Payable by Shareholders**

Please contact us should the Firm desire to cover shareholder transaction fees, which can be added to the Monthly Fee based on transaction volume. Should the Firm not desire to cover shareholder fees, the following fees are applicable:

- \$100 – Transfers: death/estate
- \$175 – Restricted Stock Legend Removal
- \$175 – Lost/Stolen Certificate Replacement
- \$40 – Certificate Shipping, if needed.

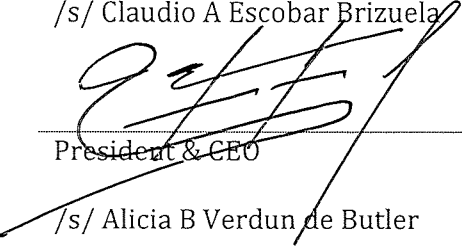
**Please inquire should you require a quote on any additional services.**

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**EXHIBIT E**  
**LIST OF ANY CURRENT/PENDING LITIGATION INVOLVING THE COMPANY AND/OR**  
**ITS OFFICERS/DIRECTORS**

Neither the Company nor the Directors are currently aware of any litigation having them as plaintiff or defendant.

/s/ Claudio A Escobar Brizuela

  
\_\_\_\_\_  
President & CEO

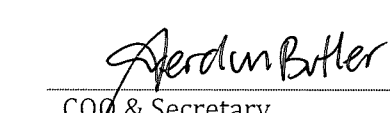
/s/ Analia V Caballero Ojeda

  
\_\_\_\_\_  
CFO

/s/ Sandra Y. Caballero Ojeda

  
\_\_\_\_\_  
CTO

/s/ Alicia B Verdun de Butler

  
\_\_\_\_\_  
COO & Secretary

/s/ Genesis M. Torres Sanchez

  
\_\_\_\_\_  
CMO

/s/ Christian I Catella Llano

  
\_\_\_\_\_  
CHRO

P220000067984

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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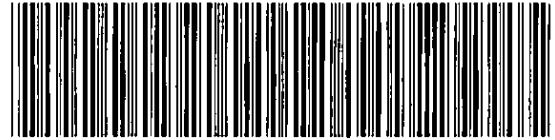
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



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**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**NAME OF CORPORATION:** NEIGHPART INTERNATIONAL CORP.

**DOCUMENT NUMBER:** P22000067984

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

Please return all correspondence concerning this matter to the following:

OSCAR F BERNAL  
Name of Contact Person  
B&P INTL CONSULTING, LLC  
Firm/ Company  
20301 SW 106th AVE  
Address  
MIAMI, FL 33189  
City/ State and Zip Code  
BPINTERCONSULTING@GMAIL.COM  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

OSCAR F BERNAL at ( 305 ) 4394139  
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 &<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  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

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FL

Articles of Amendment  
to  
Articles of Incorporation  
of

NEIGHTPART INTERNATIONAL CORP.

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

P22000067984

(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)

**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:**

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

**Check if applicable**

☐ The amendment(s) is/are being filed pursuant to s. 607.0120 (11) (c), F.S.

RECEIVED  
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**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> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
2) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
3) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
4) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
5) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
6) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____

CHS  
SEP 11 6:11:45  
PM

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

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

SEE ATTACHED AMENDMENTS DOCUMENTS TO BE INCLUDED WITH THE ARTICLES OF INCORPORATION

**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)*

10/28/2011 11:11:45  
10/28/2011 11:11:45

JANUARY 11, 2023

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

SEPTEMBER 5, 2023

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 incorporators, or board of directors without shareholder action and shareholder action was not required.

☒ 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.

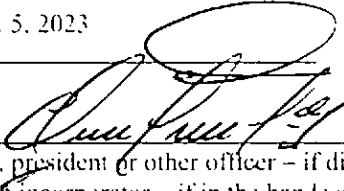
☐ The amendment(s) was/were approved by the shareholders through voting groups. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):*

"The number of votes cast for the amendment(s) was/were sufficient for approval

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

Dated SEPTEMBER 5, 2023

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)

OSCAR F BERNAL

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

INCORPORATOR & REGISTERED AGENT

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

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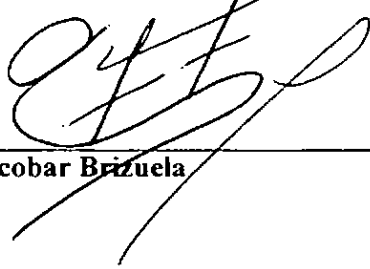
**SECRETARY'S CERTIFICATE REGARDING  
CORPORATE RESOLUTIONS FOR AMENDMENT OF THE  
ARTICLES OF INCORPORATION, CREATION OF SERIES A  
PREFERRED SHARES IN ACCORDANCE WITH THE  
CERTIFICATE OF DESIGNATION OF PREFERRED SERIES A  
AND COMPENSATION OF MR. CLAUDIO ESCOBAR**

I hereby certify that I am the Secretary of Neighpart International Corp. a corporation duly organized and existing under the laws of the State of Florida, and that the attached resolutions are true copies adopted by the Board of Directors of said corporation at the direction and with the consent of the majority of the shareholders. The resolutions were adopted at a meeting held January 11, 2023, and that such resolutions have not been rescinded or modified and are in full force and effect.

CERTIFIED, that the President, Vice President and the Treasurer of this Corporation, or any of such officers, he and they hereby are fully authorized and empowered to take action concerning the execution and repurchase of common stock in accordance with the amendment of the Articles of Incorporation, creation of Series A Preferred Stock and compensation for Mr. Claudio Escobar and to make, execute, and deliver, under the corporate seal of this Corporation any and all written instruments necessary or proper to effectuate the authority hereby conferred.

I further certify that the authority thereby conferred is not inconsistent with the Charter or Bylaws of this Corporation and that the signatures endorsing the resolutions are true and correct for the officers of this Corporation and Shareholders as of the present date and a record of the officers' signatures:

Secretary:



Claudio A Escobar Brizuela

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**NEIGHTPART INTERNATIONAL CORP.**

**ACTION BY WRITTEN CONSENT OF SHAREHOLDERS OF NEIGHTPART  
INTERNATIONAL CORP. IN LIEU OF SPECIAL MEETING**

WHEREAS, pursuant to the applicable statutes and Bylaws of this Corporation, it is deemed desirable and in the best interests of this Corporation that the following actions be taken by the Shareholders or this Corporation pursuant to this Written Consent:

NOW, THEREFOR BE IT RESOLVED that the undersigned Shareholders of this Corporation hereby consent to, approve and adopt the following:

**AMENDMENT OF THE ARTICLES OF INCORPORATION**

WHEREAS the Shareholders deem it in the best interest of the Corporation to amend the Articles of Incorporation pursuant to the Florida Business Corporations Act., and;

WHEREAS, in accordance with the Section 607.1007 of the Florida Business Corporations Act, the Corporation's Bylaws, the Corporation may amend its Articles of Incorporation to increase the authorized shares by the written consent of its Shareholders.

NOW, THEREFORE, BE IT

RESOLVED, by written consent of the Shareholders, pursuant to the provisions of the Articles of Incorporation of the Corporation (as such may be amended, modified, or restated from time to time) the Articles of Incorporation shall be amended to increase the authorized shares of common stock from one million (1,000,000) shares to one billion (1,000,000,000) shares with a par value of \$0.001.

RESOLVED, that by written consent of the Shareholders, pursuant to the provisions of the Articles of Incorporation of the Corporation (as such may be amended, modified or restated from time to time) the Articles of Incorporation shall be amended to authorized twenty million (20,000,000) shares of preferred stock with a par value of \$0.001.

**CREATION OF SERIES A PREFERRED STOCK**

WHEREAS, the Shareholders deem it in the best interest of the Corporation to create a Series A Preferred Stock in accordance with the attached Certificate of Designation of the Series A Preferred Stock pursuant to the Florida Business Corporations Act.

NOW, THEREFORE, BE IT

RESOLVED, by written consent of the Shareholders, pursuant to the provisions of the attached Certificate of Incorporation of the Corporation (as such may be amended, modified or restated from time to time, which authorizes twenty million (20,000,000) shares of preferred stock, par value \$0.001 per share (the "**Preferred Stock**"), and the authority thereby vested in the Board

by the majority vote of the Shareholders, the Board may create a Series A Preferred Stock that is established with the rights, the designation and number of shares of such series, and the voting and other powers, preferences and relative, participating, optional or other rights, and the qualifications, limitations and restrictions thereof are as set forth in the attached Restated Certificate of Designation.

### COMPENSATION OF CLAUDIO ESCOBAR

WHEREAS, the Shareholders deem it in the best interest of the Corporation to incentive and retain Mr. Claudio Escobar as President and CEO of the Company, and;

WHEREAS, Mr. Claudio Escobar is pivotal in the success of the Company.

NOW, THEREFORE, BE IT

RESOLVED, by written consent of the Shareholders that Mr. Claudio Escobar shall be granted one million (1,000,000) shares of Series A Preferred Shares free and clear and unencumbered effective immediately.

### GENERAL RESOLUTIONS

RESOLVED, that any officer of the Corporation is hereby authorized and directed to take or cause to be taken all such further actions, to cause to be executed and delivered all such further agreements, documents, amendments, requests, reports, certificates, and other instruments, in the name and on behalf of the Corporation, and to take all such further action, as such officer executing the same in his or her discretion may consider necessary or appropriate, in order to carry out the intent and purposes of the foregoing resolutions;

FURTHER RESOLVED, that this Consent shall have the same force and effect as a majority vote cast at a special meeting of the Shareholders, duly called, noticed, convened and held in accordance with the law, the Articles of Incorporation, and the Bylaws of the Corporation.

This written consent shall be filed in the Minute Book of this Corporation and become part of the records of this Corporation. This written consent may be signed in counterpart and by fax.

Dated; January 11, 2023

### **SHAREHOLDERS:**

**Name:** Claudio A Escobar Brizuela

**Signature:**


**Nine hundred thousand (900,000)**  
**Number of Shares:**

**Ninety (90) percent**  
**% of voting right**



Name: Dominga C. Brizuela Vda de Escobar


Three thousand five hundred (3,500)  
Number of Shares:

Signature: 

Zero thirty five percent (0.35%)  
% of voting right

Name: Esteban Fernando Aranda Filartiga


Two thousand five hundred (2,500)  
Number of Shares:

Signature: 

Zero twenty five percent (0.25%)  
% of voting right

Name: Analia Virginia Caballero Ojeda

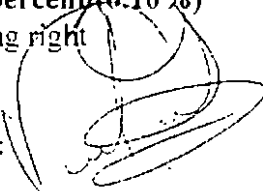
One thousand (1,000)  
Number of Shares:

Signature: 

Zero ten percent (0.10%)  
% of voting right

Name: Victor Andres Gonzalez Bedoya

Five hundred (500)  
Number of Shares:

Signature: 

Zero zero five percent (0.05%)  
% of voting right



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TIME

**NEIGHTPART INTERNATIONAL CORP.**

**UNANIMOUS WRITTEN CONSENT OF BOARD OF DIRECTORS  
IN LIEU OF SPECIAL MEETING**

The undersigned, being all of the Directors (the "Directors") of Neighpart International Corp. a Florida corporation (the "Corporation"), by unanimous written consent pursuant to the authority contained in the Florida Business Corporations Act, in lieu of a special meeting of its Directors, hereby consent to the following resolutions and the actions described therein:

**AMENDMENT OF THE ARTICLES OF INCORPORATION**

**WHEREAS**, the Directors deem it in the best interest of the Corporation to amend the Articles of Incorporation pursuant to the Florida Business Corporations Act, and;

**WHEREAS**, in accordance with Section 607.1007 of the Florida Business Corporations Act, the Corporation's Bylaws, and by approval of a majority of the Shareholders, the Corporation may amend its Articles of Incorporation to increase the authorized shares.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that pursuant to the provisions of the Articles of Incorporation of the Corporation (as such may be amended, modified or restated from time to time) the Articles of Incorporation shall be amended to increase the authorized shares of common stock from one million (1,000,000) shares to one billion (1,000,000,000) shares with a par value of \$0.001.

**RESOLVED**, that pursuant to the provisions of the Articles of Incorporation of the Corporation (as such may be amended, modified or restated from time to time) the Articles of Incorporation shall be amended to authorized twenty million (20,000,000) shares of preferred stock with a par value of \$0.001.

**CREATION OF SERIES A PREFERRED STOCK**

**WHEREAS** the Directors deem it in the best interest of the Corporation to create a Series A Preferred Stock in accordance with the attached Certificate of Designation of the Series A Preferred Stock pursuant to the Florida Business Corporations Act.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that pursuant to the provisions of the attached Certificate of Incorporation of the Corporation (as such may be amended, modified or restated from time to time, which authorizes twenty million (20,000,000) shares of preferred stock, par value \$0.001 per share (the "**Preferred Stock**"), and the authority thereby vested in the Board by the majority vote of the Shareholders, the Board hereby creates a Series A Preferred Stock that is established with the rights, the designation and number of shares of such series, and the voting and other powers, preferences and



relative, participating, optional or other rights, and the qualifications, limitations and restrictions thereof are as set forth in the attached Restated Certificate of Designation.

### **COMPENSATION OF CLAUDIO ESCOBAR**

**WHEREAS** the Directors deem it in the best interest of the Corporation and have received written consent by the Shareholders to incentive and retain Mr. Claudio Escobar as President and CEO of the Company, and;

**WHEREAS** Mr. Claudio Escobar is pivotal in the success of the Company.

**NOW, THEREFORE, BE IT**

**RESOLVED**, by the Directors that Mr. Claudio Escobar shall be granted one million (1,000,000) shares of Series A Preferred Shares free and clear and unencumbered effective immediately.

### **GENERAL RESOLUTIONS**

**RESOLVED**, that any officer of the Corporation is hereby authorized and directed to take or cause to be taken all such further actions, to cause to be executed and delivered all such further agreements, documents, amendments, requests, reports, certificates, and other instruments, in the name and on behalf of the Corporation, and to take all such further action, as such officer executing the same in his or her discretion may consider necessary or appropriate, in order to carry out the intent and purposes of the foregoing resolutions;

**FURTHER RESOLVED**, that this Consent shall have the same force and effect as a majority vote cast at a special meeting of the Directors, duly called, noticed, convened, and held in accordance with the law, the Articles of Incorporation, and the Bylaws of the Corporation.

Dated; January 11, 2023

**BOARD OF DIRECTORS:**

**Claudio A Escobar Brizuela**

Director Name

Director Signature

**Analía V. Caballero Ojeda**

Director Name

Director Signature

REC-11  
11 Jan 11:45  
11

**2024 FLORIDA PROFIT CORPORATION AMENDED ANNUAL REPORT**

DOCUMENT# P22000067984

**Entity Name:** NEIGHTPART INTERNATIONAL CORP.**Current Principal Place of Business:**20301 SW 106TH AVE  
MIAMI, FL 33189**Current Mailing Address:**20301 SW 106TH AVE  
MIAMI, FL 33189 US**FEI Number:** 92-0258518**Certificate of Status Desired:** No**Name and Address of Current Registered Agent:**B&P INT'L CONSULTING LLC  
20301 SW 106TH AVE  
MIAMI, FL 33189 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:**

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title	PRES	Title	CFO
Name	ESCOBAR, CLAUDIO	Name	CABALLERO OJEDA, ANALIA VIRGINIA
Address	20301 SW 106TH AVE	Address	AVDA PERU ENTRE LAS RESIDENTAS Y JOSE BERGES .
City-State-Zip:	MIAMI FL 33189	City-State-Zip:	ASUNCIÓN ASUNCIÓN N/A
Title	CHIEF TREASURY OFFICER	Title	COO, SECRETARY
Name	CABALLERO OJEDA, SANDRA YAMIL	Name	VERDUN DE BUTLER, ALICIA BELEN
Address	TTE TROCHE 624, CL JUAN DE SALAZAR,	Address	CORONEL ROMERO C/ 29 DE SEPTIEMBRE
City-State-Zip:	ASUNCION ASUNCION N/A	City-State-Zip:	ASUNCION ASUNCION N/A
Title	CHIEF MARKETING OFFICER	Title	CHIEF HUMAN RESOURCES OFFICER
Name	TORRES SANCHEZ, GENESIS MARIA DEL MAR	Name	CATELLA LLANO, CHRISTIAN ISMAEL MARIA
Address	CAPITAN P .J. CABALLERO 2660 AND TATALYBA	Address	12 DE OCTUBRE 1265
City-State-Zip:	ASUNCION ASUNCION N/A	City-State-Zip:	ASUNCION ASUNCION N/A

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

**SIGNATURE:** CLAUDIO ALBERTO ESCOBAR BRIZUELA**PRESIDENT & CEO****05/03/2024**

Electronic Signature of Signing Officer/Director Detail

Date