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(City/State/Zip/Phone #)

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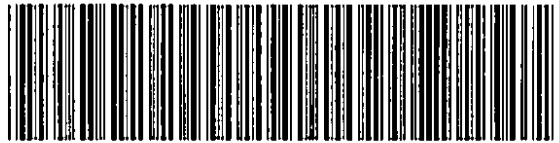
(Business Entity Name)

(Document Number)

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JAN 25 2020

S. YOUNG

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19 DEC 29 PM 1:10
FILING OFFICE

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Juice e Java Boca, LLC
Name of Limited Liability Company

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

JEFF PUSTILNIK
Name of Person
Juice e Java Boca
Firm/Company
6560 W Rogers Cir, Ste 15
Address
Boca Raton FL 33487
City/State and Zip Code
freshkitchen2016@gmail.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Jeff Pustilnik at (561) 870-1090
Name of Person Area Code Daytime Telephone Number

Enclosed is a check for the following amount:

- ☒ \$25.00 Filing Fee ☐ \$30.00 Filing Fee & Certificate of Status ☐ \$55.00 Filing Fee & Certified Copy (additional copy is enclosed) ☐ \$60.00 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed)

Mailing Address:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Registration Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF**

Juice & Juvy Beck LLC
(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on 01/16/2013 and assigned
Florida document number L13000008516

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

The new name must be distinguishable and contain the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable: _____

(Principal office address MUST BE A STREET ADDRESS) _____

Enter new mailing address, if applicable: _____

(Mailing address MAY BE A POST OFFICE BOX) _____

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent: _____

ZINDY VAYZMAN

New Registered Office Address: _____

21316 ST. ANDREWS BLVD

Enter Florida street address

BOCA RATON

City

Florida

33433

Zip Code

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.


If Changing Registered Agent, Signature of New Registered Agent

If amending Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

MGR = Manager

AMBR = Authorized Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
<u>MGR</u>	<u>ZINDY VAYZMAN</u>	<u>21316 ST ANDREWS BLVD</u>	<input checked="" type="checkbox"/> Add
		<u>BOCA RATON, FL 33433</u>	<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
<u>MGR</u>	<u>BRANDI LEVINSON</u>		<input type="checkbox"/> Add
			<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
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			<input type="checkbox"/> Change

D. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

[illegible]

F. Effective date, if other than the date of filing: SEPTEMBER 1, 2014 (optional)

(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)

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.

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of:

(b) The 90th day after the record is filed.

Dated SEPTEMBER 1 . 2019

Signature of a member or authorized representative of a member

Zivory Vayman

Typed or printed name of signee

MEMBERSHIP-INTEREST PURCHASE AGREEMENT

This MEMBERSHIP-INTEREST PURCHASE AGREEMENT (the "Agreement") is dated as of September 1, 2019 (the "Effective Date") and entered into by and between JORDAN LEVINSON and BRANDI LEVINSON (collectively, "Seller") on one hand and ZORIK VAYZMAN (the "Purchaser") on the other hand.

- A. Seller owns all the membership interests of Juice & Java Boca, LLC (the "Company").
- B. The Company owns and operates *J&J Fresh Kitchen* (the "Restaurant") located at 21316 St. Andrews Boulevard, #160, Boca Raton, Florida, 33433 (the "Leased Premises," and the lease therefor, the "Lease").
- C. The Purchaser is purchasing Seller's entire membership interest in the Company (the "Membership Interest") on the terms and conditions set forth below.

The parties therefore agree as follows:

- 1. **Sale of Membership Interest**
 - 1.1. Seller hereby sells and assigns—and the Purchaser hereby purchases—all Seller's right, title, and interest in and to the Membership Interest.
 - 1.2. The purchase price for the Membership Interest is \$100 (the "Purchase Price").
- 2. **Pre-Paid Rent**
 - 2.1. In lieu of closing allocations, and in consideration of Seller having prepaid the rent for the Restaurant for September 2019 and leaving inventory therein, the Purchaser will pay \$10,000 to Seller in equal monthly installments, without interest, commencing January 10, 2020. The Purchaser shall execute and issue to Seller, upon the execution of this Agreement, a promissory note in the amount of \$10,000 if so desired by Seller.
- 3. **Intellectual Property**
 - 3.1. Seller does hereby grant to the Purchaser a worldwide, exclusive, royalty-free, fully paid-up license to use and exploit the intellectual property listed on SCHEDULE "A" hereto (the "Intellectual Property") during the License Term (defined below).
 - 3.2. The term of the license granted in this Section 3 (the "License Term") shall commence on the Effective Date and expire 30 days thereafter. The parties may, in their respective reasonable discretion, agree to extend the License Term for additional 30-day periods.
- 4. **Indemnification**

- 4.1. The Purchaser shall indemnify Seller from any actions, judgments, claims, liabilities, losses, and expenses (including reasonable legal fees) that Seller may incur or to which they may become subject in connection with the Purchaser's ownership and operation of the Company and its Restaurant (including with respect to the Lease) and the Purchaser's ownership of the Membership Interest. This provision shall survive the assignment of the Membership Interest from Seller to the Purchaser.
5. **Closing of Books**
- 5.1. The Purchaser shall cause the Company to perform an interim closing of its books and records for accounting and tax purposes as of the Effective Date.
6. **Good Faith and Dispute Resolution**
- 6.1. The parties shall exercise their respective rights and remedies under this Agreement in accordance with principles of good faith and fair dealing, including with respect to Dispute resolution. "Dispute" means any dispute or disagreement arising under or relating to this Agreement arising between the parties hereto, including any dispute relating to the validity, illegality, or voidability of this Agreement or any dispute relating to arbitration (including the arbitrability of this Agreement, or any of its provisions). Any party seeking formal resolution of a Dispute shall, before any arbitration proceeding may be commenced under Section 6.2., submit the Dispute to nonbinding mediation before the American Arbitration Association (or any other mutually agreeable mediator). Once the Dispute is submitted to mediation, all parties shall attend. Each party bears its own costs with respect to the mediation. The fee for the mediation, however, will be split equally.
- 6.2. All Disputes not satisfactorily resolved by mediation must be submitted to arbitration before the American Arbitration Association (or any other mutually agreeable arbitration association) in accordance with its commercial arbitration rules. Such arbitration will be conducted by one arbitrator.
- 6.3. The provisions of this Article 4 ("Good Faith and Dispute Resolution") must be construed as independent of any other covenant or provision of this Agreement. But if a court of competent jurisdiction determines that any such provisions are unlawful in any way, such court is to modify or interpret such provisions to the minimum extent necessary to have them comply with the law. Notwithstanding any provision of this Agreement relating to the state laws by and under which this Agreement must be governed and construed, all issues relating to arbitrability or the enforcement of the agreement to arbitrate contained in this Agreement are to be governed by the United States Arbitration Act (9 U.S.C. § 1 et seq.) and the federal common law of arbitration.
- 6.4. Judgment upon an arbitration award may be entered in any court of competent jurisdiction. Such judgment is binding, final, and non-appealable.

To the fullest extent permitted by law, the parties waive any right to, or claim for, any punitive or exemplary damages, as well as any special, incidental, or consequential damages (including lost profits) against the other. In the event of a Dispute, each is limited to recovering the actual damages it sustains.

- 6.5. This arbitration provision is self-executing and remains in full force and effect after the expiration or sooner termination of this Agreement. If either party fails to appear at any properly noticed arbitration proceeding, notwithstanding such failure to appear, an award may be entered against such party by default or otherwise.
- 6.6. Mediation and/or arbitration will take place in Boca Raton, Florida.
- 6.7. The prevailing party will be entitled to receive from the non-prevailing party its costs relating to the arbitration proceeding, including the arbitrator's fees, attorneys' fees and costs, witness fees, transcription fees, etc. and sales and use taxes thereon, if any.

7. Definitions

7.1. For the purposes of this Agreement:

- 7.1.1. "herein," "hereunder," and "hereof" refer to this Agreement and not to the specific section in which that term occurs;
- 7.1.2. "including (include)" means "including (include), without limitation";
- 7.1.3. "or," as in "A or B," means "A or B or both."

8. General Provisions

- 8.1. Each party shall perform all further acts and execute and deliver all further agreements, documents, and instruments reasonably requested by the other party to better implement or evidence the transactions contemplated by this Agreement.
- 8.2. This Agreement (which includes any annexed exhibits and schedules, which are hereby incorporated by reference) represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations if any made by and between the parties. No representations, inducements, promises or agreements, oral or otherwise, if any, not embodied in this Agreement are of any force and effect.
- 8.3. The provisions of this Agreement may be amended, supplemented, waived or changed only by a written document signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought and making specific reference to this Agreement.
- 8.4. All of the terms and provisions of this Agreement, whether so expressed or not, are binding upon, inure to the benefit of, and are enforceable by the

parties and their respective personal representatives, legal representatives, heirs, successors and permitted assigns.

8.5. This Agreement and all transactions contemplated by this Agreement are governed by, and to be construed and enforced in accordance with, the internal laws of the State of Florida without regard to principles of conflicts of laws.

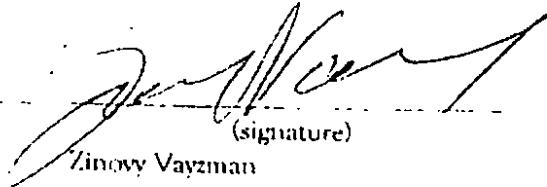
8.6. This Agreement may be executed and delivered in counterparts by the parties hereto, each of which when executed is deemed an original, and all of which together constitute one and the same agreement (including by facsimile transmission or by means of portable document format (pdf) sent via e-mail).

The undersigned are entering this Agreement on the Effective Date stated in the first paragraph hereof.



(signature)

Jordan Levinson



(signature)

Zinovy Vayzman



(signature)

Brandi Levinson