

L13000025571

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

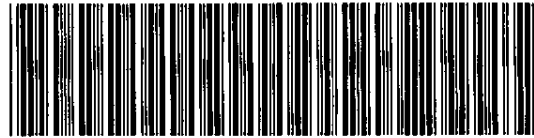
(Document Number)

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

Special Instructions to Filing Officer:

*Amend*

Office Use Only



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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

14 AUG -4 PM 4:45

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## COVER LETTER

TO: **Registration Section**  
**Division of Corporations**

SUBJECT: **PASCERET 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:

**Aydin Atalay**

Name of Person

**PASCERET LLC.**

Firm/Company

**1227 Seneca Falls Drive**

Address

**Orlando, FL. 32828**

City/State and Zip Code

**efe1@msn.com**

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

For further information concerning this matter, please call:

**Aydin Atalay**

Name of Person

at **(407) 575-8058**

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/COURIER ADDRESS:

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

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

**PASCERET 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 April 28, 2014 and assigned  
Florida document number L13000025571

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 end with the words "Limited Liability Company," the designation "LLC" or the abbreviation "LLC."

**Enter new principal offices address, if applicable:**

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

1227 Seneca Falls Drive

Orlando, FL. 32828

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

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

1227 Seneca Falls Drive

Orlando, FL. 32828

**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:**

Aydin Atalay

**New Registered Office Address:**

1227 Seneca Falls Drive

Enter Florida street address

Orlando

City

Florida 32828

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 the Managers or Authorized Member on our records, enter the title, name, and address of each Manager or Authorized Member 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>RIVAS, JOSE E</u>	<u>6615 HIDDEN BEACH CIRCLE</u>	<input type="checkbox"/> Add
		<u>ORLANDO, FL. 32819</u>	<input checked="" type="checkbox"/> Remove
<u>MGR</u>	<u>ESPINOZA, NELIDA</u>	<u>6615 HIDDEN BEACH CIRCLE</u>	<input type="checkbox"/> Add
		<u>ORLANDO, FL. 32819</u>	<input checked="" type="checkbox"/> Remove
<u>M GR</u>	<u>Aydin Atalay</u>	<u>1227 Seneca Falls Drive</u>	<input checked="" type="checkbox"/> Add
		<u>Orlando, FL. 32828</u>	<input type="checkbox"/> Remove
			<input type="checkbox"/> Add
			<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Add
			<input checked="" type="checkbox"/> Remove

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED


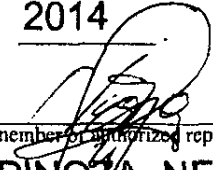
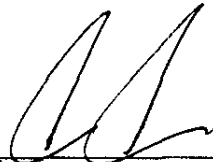
D. If amending any other information, enter change(s) here: (Attach additional sheets, if necessary.)

See Attachment

E. Effective date, if other than the date of filing, \_\_\_\_\_ (optional)

(The effective date must be specific, cannot be prior to date of receipt or filed date and cannot be more than 90 days after the date this document is filed by the Florida Department of State)

Dated July 28, 2014

    
Signature of a member or authorized representative of a member  
RIVAS, JOSE E / ESPINOZA, NELIDA / AYDIN ATALAY  
Typed or printed name of signee

FILED  
14 AUG -4 PM 6:15  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**AGREEMENT & ATTACHMENT to SUNBIZ AMMENDMENT  
(Sale and Purchase of PASCERET LLC.)**

**AGREEMENT** made this 28<sup>th</sup> day of July, 20014 by and between PASCERET LLC., 6615 HIDDEN BEACH CIRCLE ORLANDO, FL 32819 hereinafter referred to as the "**SELLER**" and Mr. Aydin Alay, 1227 Seneca Falls Drive Orlando FL. 32828, hereinafter referred to as "**PURCHASER**".

**WHEREAS**, Seller is the owner and operator of a Food Truck Operation business called PASCERET LLC. and located at 6615 HIDDEN BEACH CIRCLE ORLANDO, FL 32819 ; and  
**WHEREAS**, the Purchaser desires to purchase the business (including all assets: Cibus -Food Truck as documented in the pictures provided in Schedule "A" and current license of the business, current registration of the food truck with DMV, and any and all violations which the business may have had in the recent 12 months period which maybe still outstanding.

**WHEREAS**, the Parties are desirous of effectuating a smooth and efficient transfer of the business being sold and acknowledge that their mutual goodwill and cooperation are essential to this end.

**NOW THEREFORE**, the Parties hereto, in consideration of the mutual covenants and agreements herein contained, do hereby, and agree as follows:

**1. SALE OF ASSETS.**

A. The Seller agrees to sell and transfer and the Purchaser agrees to buy the following described Food Truck business, owned by RIVAS, JOSE E, and ESPINOZA, NELIDA now located at 6615 HIDDEN BEACH CIRCLE ORLANDO, FL 32819 , including the use of the name " PASCERET LLC.", free and clear of any and all liabilities, debts, mortgages, security; interests or other liens or encumbrances, except as herein stated, all more specifically set forth in Schedule "A" attached hereto and made a part hereof.

**2. PURCHASE PRICE.**

The purchase price shall be Fifty three thousand dollars and 0/100 (\$53,000.00) DOLLARS to be paid as follows: Fifty Three Thousand Dollars and 0/100 (\$53,000.00) DOLLARS, on execution of this Agreement, by bank check at closing.

**3. CLOSING.**

The closing shall take place on the same date as execution of this agreement and the amendment at mutually agreeable location.

**4. DELIVERIES AT CLOSING.**

A. The Purchaser shall pay to the order of the Seller the sum of Fifty Three Thousand Dollars and 0/100 (\$53,000.00) by certified or bank check.

B. The Seller shall deliver to the Purchaser a Bill of Sale, transferring title to all of the assets of the Seller as per Schedule "A" attached hereto.

C. The Parties agree that there will be no adjustments for rent, taxes, or utilities due or paid on the date of closing.

**5. REPRESENTATIONS.**

The Seller warrants and represents the following:

A. It is the owner of and has good and marketable title to all the assets specifically enumerated in the attached schedule of assets (Schedule "A"), free from all debts, security interests, liens, and encumbrances.

B. It has entered into no contracts relating to its business.

Seller's Initials | Buyer's Initials

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C. There are no judgments, liens, actions, or proceedings pending or threatened against it anywhere.

D. There are no violations of any kind pending or threatened against the business and will comply with all notices of violations of law, ordinances, or rules and regulations affecting the business as of the date of closing.

E. It has not used any other business name or address within three years of the date of this Agreement.

F. It has not established or participated in any pension or retirement plan or program for the benefit of any present or former employees of the business to be transferred to the Purchaser.

G. It is not insolvent, and will be able to meet business and personal obligations as they become due.

#### **7. COVENANTS OF SELLER.**

The Seller covenants with the Purchaser as follows:

A. The Bill of Sale to be delivered at the time of execution of this agreement and the amendment will transfer all the assets enumerated in the attached schedule free of all encumbrances, and will contain the usual warranties and affidavit of title.

B. The business will be conducted up to the date of execution of this agreement and the amendment in substantially the same manner as it has been conducted in the past, in accordance with all applicable laws and regulations, and no contracts will be entered into with respect to the business without the prior written consent of the Purchaser.

C. No judgments, liens, or security interests will be outstanding at the time of the date of execution of this agreement and the amendment against the Seller or against its business or any assets thereof.

D. If any, prior to the date of execution of this agreement and the amendment all Debts and other obligations of the business will continue to be paid by the Seller in the ordinary operation of the business, including, but not limited to, amounts normally and periodically paid to trade creditors, suppliers, state and federal tax authorities for employee withholding, sales tax, and similar items, employee wages and salaries, and transportation charges.

E. Seller will hold Purchaser free and harmless from bills, claims, demands, indebtedness, liability and taxes and any other claims of any nature incurred or arising out of and by reason of the conduct or operation of the business prior to the date of execution of this agreement and the amendment by Seller. Purchaser will hold Seller free and harmless from bills, claims, demands, indebtedness, liability and taxes and any other claims of any nature incurred or arising out of and by reason of the conduct or operation of the business after the date of execution of this agreement and the amendment by Purchaser.

F. Seller has filed and will file at the date of closing all Federal, State and local tax returns which are required by it to be filed with payment of all taxes due thereon and such returns hereto filed are true, correct and there are no deficiencies, or assessment claims. In the event that an audit should take place subsequent to the closing of this Agreement for any period prior to the date of execution of this agreement and the amendment, the Seller's liability for same is 100 per cent of the taxing authority's demand for said period including all interest and penalties thereon and, further, will pay in full all withholding, social security, and unemployment insurance taxes, as applicable.

G. The Seller will pay (If any) all wages due the employees up to and including the date of transfer of title.

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**8. "AS IS".**

All the personal property sold hereunder shall be sold "as is". Seller makes no express or implied warranties as to its condition, safety, suitability or fitness for any particular purpose.

**9. BROKER.**

The Parties warrant and represent that no broker was involved in negotiating the purchase of the with in assets. The Parties agree to hold each other harmless and indemnify each other against any all claims for brokers' fees from any broker, arising out of any acts of a Party.

**10. MISCELLANEOUS.**

A. The Parties agree that the values assigned to the items included in this purchase as set forth herein are fair and reasonable and have been bargained for separately and at arms length after consultation with their accountants, attorneys and other advisors as may be applicable. It is agreed that the purchase price herein of Fifty Three Thousand Dollars and 0/100 (\$53,000.00) shall be allocated as follows: Equipment \$53,000.00; Supplies \$0; Goodwill \$0; and Business Name and all Internet based Web Pages and other web related groups which the company has an account with \$0; for a Total of \$53,000.00.

B. All collections on accounts receivable for work completed prior to the date of execution of this agreement and the amendment are the property of the Seller. The Purchaser, to the extent any such accounts receivable are received and/or collected by Purchaser, shall immediately pay over same to the Seller, without any deductions or off-sets of any kind or for any reason.

C. All pre-paid accounts for work to be performed after the date of execution of this agreement and the amendment shall be the property of the Purchaser and a final adjustment of any such accounts shall be made at the time of execution of this agreement and the amendment.

D. The Purchaser, its principals and employees, acknowledge that this business as with any business involves financial risks and that the Seller has not made any promises, guarantees, warranties or representations as to the profitability and/or future success of this business and the Purchaser, its principals and employees, have agreed to purchase this business at their own risk.

E. The Parties hereto agree to execute such additional documents and papers and to perform and do such additional acts and things as may, from time to time, be reasonably necessary and proper to effectuate and carry out the transaction contemplated by this Agreement.

F. The Purchaser hereby warrants and represents that it has had ample opportunity to review and investigate the specifics of Seller's business. That it has had the opportunity to make a full and independent investigation of all financial and professional matters. That it is fully satisfied that all relevant information has been disclosed to it.

G. All notices under this Agreement shall be in writing and may be served by personal service or by mail. Notice by mail shall be addressed to each Party at its last known residence or office address.

H. The Parties agree that any dispute, claim or controversy arising under, out of, or in relation to this Agreement shall be submitted for adjudication and/or settlement by arbitration proceedings in accordance with the Rules of the American Arbitration Association, and any determination thereon shall be binding upon the Parties hereto with the same force and effect as if rendered by a court of competent jurisdiction, and judgment thereon may be entered by any Party.

I. Purchaser agrees to waive compliance with the requirements of applicable laws, if any relating to bulk sales and Seller agrees to hold harmless and indemnify Purchaser from and against any and all liabilities that may be asserted against it arising out of such non-compliance.

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**12. SURVIVAL OF REPRESENTATIONS.**

All representations, warranties and agreements contained herein shall not be discharged or dissolved upon closing, but shall survive same.

**13. ENTIRE AGREEMENT.**

The Parties represent that this is the entire agreement and understanding among the Parties, and that there are no representations, warranties, terms, covenants or conditions made by any other party except as herein expressly contained. This Agreement shall not be altered, waived, modified or canceled in any respect except in writing, duly executed by all of the Parties hereto, and no oral agreement or course of conduct to the contrary, shall be deemed an alteration, amendment, modification or cancellation.

**14. LAW.** The construction, performance and enforcement of this Agreement shall be governed by the State of FLORIDA.

**15. SUCCESSOR AND ASSIGNS.**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their legal representatives, successors and assigns forever.

**IN WITNESS HEREOF**, the Parties have executed this Agreement the day and year first above written.

For  
PASCERET LLC. (Seller)

By

RIVAS, JOSE E (Partner)

By

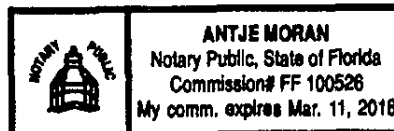
ESPINOZA, NELIDA (Partner)

By

For  
Aydin Atalay (Buyer)

By

Aydin Atalay (Buyer)



Seller's Initials | Buyer's Initials

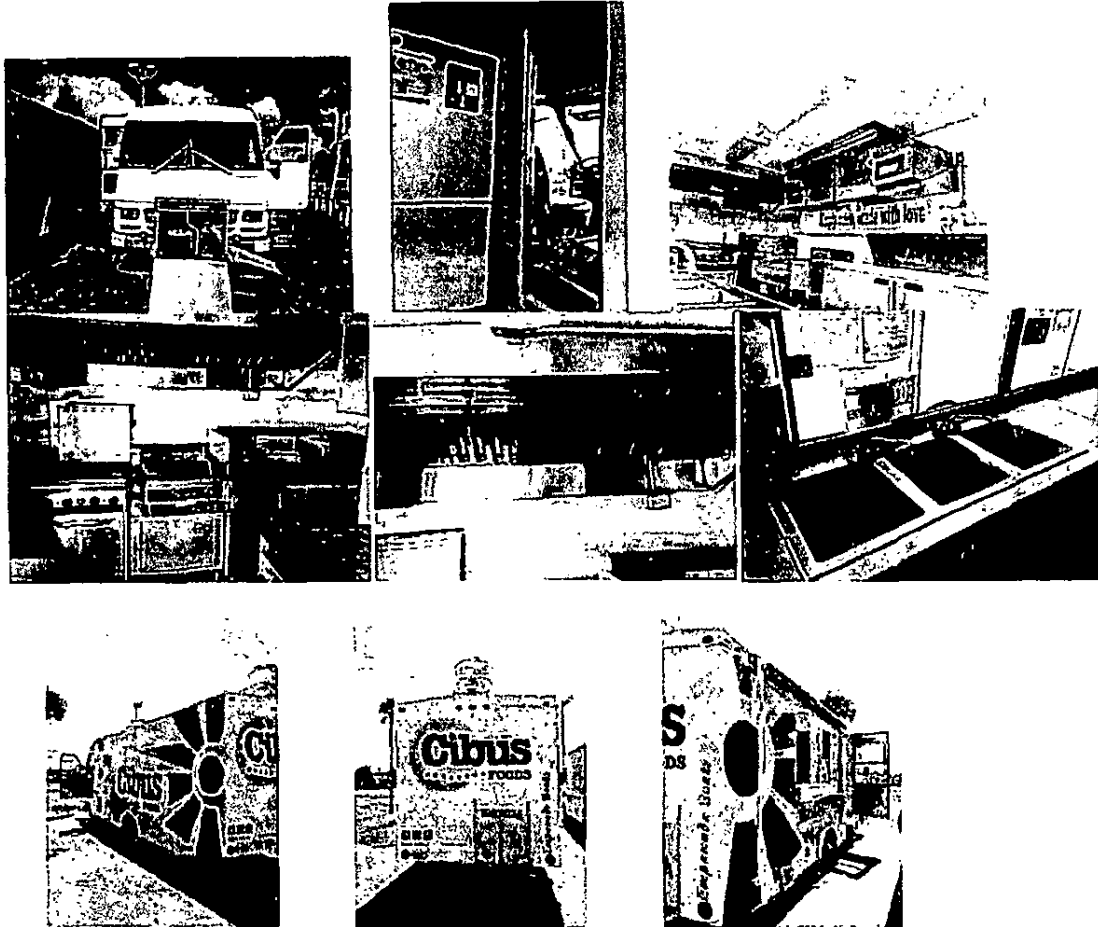
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SCHEDULE "A"

Asset:

Food Truck



- Listed violations have been cleared. (Seller Initial) \_\_\_\_\_

Licensee  
Name: CIBUS  
License Number: MFD5854027  
Rank: Mobile MFDV  
License Expiration Date: 04/01/2015  
Primary Status: Current  
Secondary Status: Active  
Location Address: 2640 KUNZE AVE  
ORLANDO, FL 32806

Inspection Type	Inspection Date	Result	High Priority Violations	Intermediate Violations	Basic Violations
Routine -	04/30/2014	Follow-up Inspection Required	0	2	4

Food Violations require further review, but are not an immediate threat to the public.

**Violations:**

A summary of the violations found during the inspection are listed below. The department cites violations of Florida's sanitation and safety laws, which are based on the standards of U.S. Food and Drug Administration's Food Code. High Priority violations are those which could contribute directly to a foodborne illness or injury and include items such as cooking, reheating, cooling and hand-washing. Intermediate violations are those which, if not addressed, could lead to risk factors that contribute to food borne illness or injury. These violations include

Seller's Initials | Buyer's Initials

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Personnel training, documentation or record keeping and labeling. Basic violations are those which are considered best practices to implement. While most establishments correct all violations in a timely manner (often during the inspection), the division's procedures are designed to compel compliance with all violations through follow-up visits, administration action or closure when necessary.

**Violation Observation**

14-07-4 Basic - Reach-in cooler gasket torn/in disrepair. \*\*Warning\*\*

35B-13-

4 Basic - Screening is not 16-mesh to the inch. Vent cover \*\*Warning\*\*

23-09-4 Basic - Soiled reach-in cooler gaskets. \*\*Warning\*\*

02D-01-

4 Basic - Working containers of food removed from original container not identified by common name. Sugar and seasoning

\*\*Warning\*\*

02C-03-

4 Intermediate - Commercially processed ready-to-eat, potentially hazardous (time/temperature control for safety) food opened and held more than 24 hours not properly date marked after opening. Shredded cheese \*\*Warning\*\*

53A-01-

4 Intermediate - Manager lacking proof of food manager certification. \*\*Warning\*\*

- Company registration being brought up to date Provide necessary documentation and contact information - Seller Initial- \_\_\_\_\_
- Any city permits and licensing is clear of any encumbrances Seller Initial- \_\_\_\_\_
- Said repairs (on the exhaust fan), and all the routine maintenance had been done on the asset Seller Initial- \_\_\_\_\_
- DMV registration with the truck has been registered with its current weight...& use Seller Initial- \_\_\_\_\_
- A notarized statement from Seller stating that the company is free and clear of any debts, liens, and / or violations Seller Initial- \_\_\_\_\_

END OF DOCUMENT

FILED  
14 AUG -4 PM 4:45  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Seller's Initials | Buyer's Initials

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