

L17000134188

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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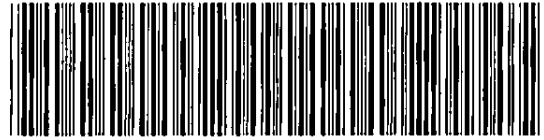
(Business Entity Name)

(Document Number)

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## COVER LETTER

TO: Registration Section  
Division of Corporations

SUBJECT: \_\_\_\_\_

ARIA NAIL BAR

\_\_\_\_\_  
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:

Vanice T Bui

\_\_\_\_\_  
Name of Person

Aria Nail Bar LLC

\_\_\_\_\_  
Firm/Company

11221 Causeway Blvd

\_\_\_\_\_  
Address

Brandon, FL 33511

\_\_\_\_\_  
City/State and Zip Code

bui788@yahoo.com

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

For further information concerning this matter, please call:

Vanice Bui

813

454-6051

\_\_\_\_\_  
at (\_\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
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**

Aria Nail Bar, 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 4-4-24 and assigned  
Florida document number L17000134188

This amendment is submitted to amend the following:

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

N/A

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:

N/A

(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:

N/A

(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:

N/A

New Registered Office Address:

*Enter Florida street address*

\_\_\_\_\_, Florida \_\_\_\_\_  
City 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>
President	Vanice T Bui	6126 Caroline Dr	<input type="checkbox"/> Add
		Wesley Chapel, FL 33545	<input type="checkbox"/> Remove
			<input checked="" type="checkbox"/> Change
Vice President	Benjamin T Trinh		<input type="checkbox"/> Add
		27701 Sky Lake Cir	<input type="checkbox"/> Remove
		Wesley Chapel, FL 33544	<input checked="" type="checkbox"/> Change
Remove	Phi D Dieu		<input type="checkbox"/> Add
		3421 W. BRADDOCK ST	<input checked="" type="checkbox"/> Remove
		TAMPA, FL 33607	<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
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			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change

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(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)

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 April 4<sup>th</sup> . 2024

*[Signature]*

Signature of a member or authorized representative of a member

varice T BU

Typed or printed name of signee

# Business Purchase Agreement

**DATES:** This agreement was dated **March 28, 2024** (Hereinafter known as the "Agreement Date") with **the Closing Date of April 30, 2024**.

**THE PARTIES:** This document was signed between: **Phi D Dieu** Herein after referred to as "**Seller**" And **Thao Vanice Bui and Benjamin T Trinh and or its Assigns** Herein after referred to as "**Buyer**". Together, **Seller and Buyer** shall be referred to as "**The Parties**". Seller agrees to sell, and Buyers agree to purchase the Seller's entire 40% ownership of **Aria Nail Bar LLC** herein after referred to as "**The Business**" currently a nail spa operating from the premises located at **11221 Causeway Blvd, Brandon, FL 33511-2903**.

**REPRESENTATIONS:** Sellers represents to Buyer that Seller owns 40% of **Aria Nail Bar LLC** and, as such, is authorized to transfer all assets of The Business to Buyer free of liens and encumbrances.

**TERMS:** The Parties agree that the selling price shall be **Two Hundred Forty Thousand Dollars only (\$240,000.00)** payable as follows: **The Deposit in the amount of Ten Thousand Dollars (\$10,000) shall be paid at the executed date of this Agreement. The balance of Two Hundred Thirty Thousand Dollars (\$230,000.00) will be fully paid on the Closing Date. The Parties further agree that this is an asset sale. Buyer shall purchase from Seller all assets of the establishment known as Aria Nail Bar LLC, including but not limited to the business name, furniture, fixtures, leasehold improvements, equipment, tools and supplies, customer list and existing lease for the premises.** Closing shall occur as soon as all conditions of this agreement (as listed below) have been fulfilled to the satisfaction of The Parties.

**SALE PRICE ALLOCATION:** For purposes of the Internal Revenue Code. The Parties agree that the entire purchase price shall be allocated as follows: **\$ 40,000.00 for Shares of Stock. - The balance of Two Hundred Thousand (\$200,000.00) will be allocated to personal goodwill, or Intangible Assets.**

## CONDITIONS:

1/- It is the intention of the Parties that, **subsequent to closing, Seller shall have no further responsibility or involvement administrative, financial, operating, or otherwise with regards to the Business. Said duties shall rest solely with Buyer.**

2/- Delinquent rent obligations: Seller agrees that the 40% rent payments including Common Area Maintenance and Taxes, up to the closing date, shall remain the obligation of Seller. Buyer will only be responsible for payments due from the closing date forward.


3/- If at no fault of the Sellers, the Buyer withdraw their offer to purchase the business, the Deposit amounts of Ten Thousand Dollars (\$10,000.00) will be forfeited to the Seller plus a break-up fee of forty thousand dollars (\$40,000.00) will be paid to the Seller.

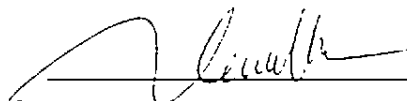
4/- If at no fault of the Buyer, the Sellers ended the Business Purchase Agreement, the Seller shall pay the Buyer Fifty Thousand Dollars (\$50,000), composed of the earnest money deposit of Ten Thousand Dollars (\$ 10,000.00) plus a break-up fee of forty Thousand Dollars (\$40,000.00).

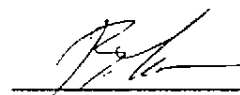
5/- Seller shall warrant, in writing, that Seller has the right to convey all assets of The Business to Buyer free of liens and encumbrances. Seller makes no representations as to the conditions of the assets being conveyed. The aforementioned conditions are essential to the execution of this agreement. The failure to fulfill any of the above conditions shall constitute sufficient grounds for Buyer to terminate this agreement without prejudice, and receive a full refund of Buyer's deposit listed under "Terms".

6/- Time is of the essence. Seller and Buyer intend that the closing date shall occur on April 30, 2024. Any delay in closing caused by either Seller or Buyer shall result in a penalty of one thousand dollars (\$1,000.00) per day to be paid by the party causing the delay. It is also intended that delays caused by factors without Seller's or Buyer's control are excepted, and no penalty shall result from such delays. The penalty shall begin to accrue on May 1, 2024

**ASSIGNMENT:** Buyer reserves the right to assign this agreement to an entity controlled by Buyer. All terms and conditions shall remain unchanged should such an assignment occur.

, Seller 4-4-24 Date  
Phi D Dieu

, Buyer 4/4/24 Date  
Thao Vanice Bui and or her Assigns

, Buyer 4-4-24 Date  
Benjamin T Trinh and or his Assigns

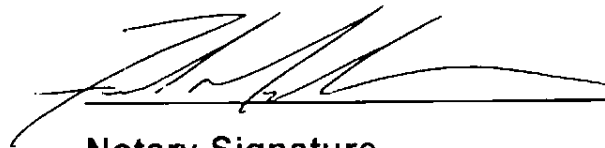
State of Florida

County of HELLSBOROUGH

This document was signed before me this 4<sup>TH</sup> day of APRIL, 2024.  
By Phi D. Dieu, Benjamin T. Trinh, & Vanice Thao Bui.



Faraud Mahadeo  
State of Florida  
My Commission Expires 05/12/2024  
Commission No. GG 987645



Notary Signature

FARAUD MAHADEO

Printed Name