

L 18000041915

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

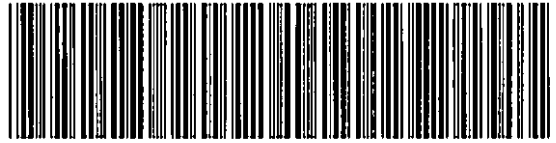
Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

10/7

NO\$

Office Use Only



700374736457

11/04/21--91003--028 \*\*25.00

11/04/21 10:10:56  
L-101

JL

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

WORKFORCE 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 \_\_\_\_\_ and assigned  
Florida document number L18000041915.

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:

4005 NW 114TH UNIT 3 DORAL FL 33178

(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: DANIELA VASQUEZ

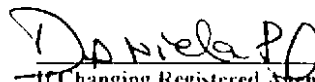
New Registered Office Address: DANIELA VASQUEZ

*Enter Florida street address*

DORAL FL 33178  
*City Florida 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>
AMBR	JOSE HUMBERTO VIVAS	4632 NW 114TH UNT 811 DORAL FL 33178	<input type="checkbox"/> Add
			<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
AMBR	MOLINA YENSELITZ M	315 Gleason PKWY Cape Coral FL 33914	<input checked="" type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change

11036  
11037  
11038  
11039  
11040  
11041  
11042  
11043  
11044  
11045  
11046  
11047  
11048  
11049  
11050  
11051  
11052  
11053  
11054  
11055  
11056  
11057  
11058  
11059  
11060  
11061  
11062  
11063  
11064  
11065  
11066  
11067  
11068  
11069  
11070  
11071  
11072  
11073  
11074  
11075  
11076  
11077  
11078  
11079  
11080  
11081  
11082  
11083  
11084  
11085  
11086  
11087  
11088  
11089  
11090  
11091  
11092  
11093  
11094  
11095  
11096  
11097  
11098  
11099  
11100  
11101  
11102  
11103  
11104  
11105  
11106  
11107  
11108  
11109  
11110  
11111  
11112  
11113  
11114  
11115  
11116  
11117  
11118  
11119  
11120  
11121  
11122  
11123  
11124  
11125  
11126  
11127  
11128  
11129  
11130  
11131  
11132  
11133  
11134  
11135  
11136  
11137  
11138  
11139  
11140  
11141  
11142  
11143  
11144  
11145  
11146  
11147  
11148  
11149  
11150  
11151  
11152  
11153  
11154  
11155  
11156  
11157  
11158  
11159  
11160  
11161  
11162  
11163  
11164  
11165  
11166  
11167  
11168  
11169  
11170  
11171  
11172  
11173  
11174  
11175  
11176  
11177  
11178  
11179  
11180  
11181  
11182  
11183  
11184  
11185  
11186  
11187  
11188  
11189  
11190  
11191  
11192  
11193  
11194  
11195  
11196  
11197  
11198  
11199  
11200  
11201  
11202  
11203  
11204  
11205  
11206  
11207  
11208  
11209  
11210  
11211  
11212  
11213  
11214  
11215  
11216  
11217  
11218  
11219  
11220  
11221  
11222  
11223  
11224  
11225  
11226  
11227  
11228  
11229  
11230  
11231  
11232  
11233  
11234  
11235  
11236  
11237  
11238  
11239  
11240  
11241  
11242  
11243  
11244  
11245  
11246  
11247  
11248  
11249  
11250  
11251  
11252  
11253  
11254  
11255  
11256  
11257  
11258  
11259  
11260  
11261  
11262  
11263  
11264  
11265  
11266  
11267  
11268  
11269  
11270  
11271  
11272  
11273  
11274  
11275  
11276  
11277  
11278  
11279  
11280  
11281  
11282  
11283  
11284  
11285  
11286  
11287  
11288  
11289  
11290  
11291  
11292  
11293  
11294  
11295  
11296  
11297  
11298  
11299  
11300  
11301  
11302  
11303  
11304  
11305  
11306  
11307  
11308  
11309  
11310  
11311  
11312  
11313  
11314  
11315  
11316  
11317  
11318  
11319  
11320  
11321  
11322  
11323  
11324  
11325  
11326  
11327  
11328  
11329  
11330  
11331  
11332  
11333  
11334  
11335  
11336  
11337  
11338  
11339  
11340  
11341  
11342  
11343  
11344  
11345  
11346  
11347  
11348  
11349  
11350  
11351  
11352  
11353  
11354  
11355  
11356  
11357  
11358  
11359  
11360  
11361  
11362  
11363  
11364  
11365  
11366  
11367  
11368  
11369  
11370  
11371  
11372  
11373  
11374  
11375  
11376  
11377  
11378  
11379  
11380  
11381  
11382  
11383  
11384  
11385  
11386  
11387  
11388  
11389  
11390  
11391  
11392  
11393  
11394  
11395  
11396  
11397  
11398  
11399  
11400  
11401  
11402  
11403  
11404  
11405  
11406  
11407  
11408  
11409  
11410  
11411  
11412  
11413  
11414  
11415  
11416  
11417  
11418  
11419  
11420  
11421  
11422  
11423  
11424  
11425  
11426  
11427  
11428  
11429  
11430  
11431  
11432  
11433  
11434  
11435  
11436  
11437  
11438  
11439  
11440  
11441  
11442  
11443  
11444  
11445  
11446  
11447  
11448  
11449  
11450  
11451  
11452  
11453  
11454  
11455  
11456  
11457  
11458  
11459  
11460  
11461  
11462  
11463  
11464  
11465  
11466  
11467  
11468  
11469  
11470  
11471  
11472  
11473  
11474  
11475  
11476  
11477  
11478  
11479  
11480  
11481  
11482  
11483  
11484  
11485  
11486  
11487  
11488  
11489  
11490  
11491  
11492  
11493  
11494  
11495  
11496  
11497  
11498  
11499  
11500  
11501  
11502  
11503  
11504  
11505  
11506  
11507  
11508  
11509  
11510  
11511  
11512  
11513  
11514  
11515  
11516  
11517  
11518  
11519  
11520  
11521  
11522  
11523  
11524  
11525  
11526  
11527  
11528  
11529  
11530  
11531  
11532  
11533  
11534  
11535  
11536  
11537  
11538  
11539  
11540  
11541  
11542  
11543  
11544  
11545  
11546  
11547  
11548  
11549  
11550  
11551  
11552  
11553  
11554  
11555  
11556  
11557  
11558  
11559  
11560  
11561  
11562  
11563  
11564  
11565  
11566  
11567  
11568  
11569  
11570  
11571  
11572  
11573  
11574  
11575  
11576  
11577  
11578  
11579  
11580  
11581  
11582  
11583  
11584  
11585  
11586  
11587  
11588  
11589  
11590  
11591  
11592  
11593  
11594  
11595  
11596  
11597  
11598  
11599  
11600  
11601  
11602  
11603  
11604  
11605  
11606  
11607  
11608  
11609  
11610  
11611  
11612  
11613  
11614  
11615  
11616  
11617  
11618  
11619  
11620

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

**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.

SEPT 28 2020  
Dated \_\_\_\_\_, 2020

Damodar

Signature of a member or authorized representative of a member

Daniela Vazquez

Typed or printed name of signee

**Filing Fee: \$25.00**

## **PURCHASE OF BUSINESS AGREEMENT**

**THIS PURCHASE OF BUSINESS AGREEMENT** (the "Agreement") made and entered into this 28th day of September, 2020 (the "Execution Date").

### **BETWEEN:**

JOSE HUMBERTO VIVAS of 4632 NW 114TH AV UNT 811 DORAL 33178  
(the "Seller")

OF THE FIRST PART

and

Yexseltz Molina of 4005 NW 114TH UNT 3 DORAL FL 33178  
(the "Purchaser")

OF THE SECOND PART

### **BACKGROUND**

- a. The Seller is the owner of all the issued and outstanding shares (the "Shares") of WORK FORCE LLC of 4005 NW 114TH UNT 3 DORAL FL 33178 (the "Corporation") which carries on the business of EMPLOYMENT AGENCY in the State of Florida.
- b. The Seller desires to sell the Shares to the Purchaser, and the Purchaser desires to buy the Shares.

**IN CONSIDERATION** of the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Parties agree as follows:

6. At Closing, and upon the Purchaser paying the Total Purchase Price in full to the Seller, the Seller will:
  - a. provide the Purchaser with duly executed forms and documents evidencing transfer of signing authority and control of the bank accounts of the Corporation;
  - b. provide the Purchaser with duly executed transfers of the Shares; and
  - c. deliver to the Purchaser endorsed share certificates representing the Shares, and the Seller will take all steps necessary for the Corporation to enter the Purchaser, or its nominee, on the books of the Corporation, as the holder of the Shares.

#### **Payment**

7. The Total Purchase Price for the Shares will be paid by the Purchaser in one lump sum payment to the Seller in the form of a certified check, a Teller's Check or an electronic money or funds transfer. In the case of an electronic money or funds transfer, the Seller will give notice to the Purchaser of the bank account particulars at least 5 business days prior to the Closing Date.
8. The Purchaser is responsible for paying all applicable taxes, including federal sales tax, state sales tax, duties, and any other taxes or charges payable pursuant to the transfer of the Shares from the Seller to the Purchaser.

#### **Seller's Representations and Warranties**

9. The Seller represents and warrants to the Purchaser that:
  - a. the Seller has full legal authority to enter into and exercise its obligations under this Agreement;
  - b. the Corporation is a corporation duly incorporated or continued, validly existing, and in good standing and has all requisite authority to carry on business as currently conducted;
  - c. the Seller is the absolute beneficial owner of the Shares, free and clear of any liens, charges, encumbrances or rights of others, and is exclusively entitled to dispose of the Shares;
  - d. except as otherwise provided in this Agreement, there has been no act or omission by the Seller that would give rise to any valid claim relating to a brokerage commission, finder's

notice or make a claim under these insurance policies in a timely manner:

- m. the trademarks and trade names used in carrying on the business of the Corporation are owned exclusively and validly by the Corporation. The trademarks and trade names are duly registered with the appropriate public authorities in order that the rights associated with the trademarks and trade names are protected. To the best knowledge of the officers of the Corporation, there are no claims of infringement existing against the patents, trademarks, copyrights or any other trade names used by the Corporation;
- n. any trademarks and trade names used in whole or in part in or required for the proper operation of the business of the Corporation are validly and beneficially owned by and for the sole and exclusive use of the Corporation;
- o. to the best knowledge of the officers of the Corporation, the conduct of the Corporation does not infringe on the patents, trademarks, trade names or copyrights, whether domestic or foreign, of any other person, firm or corporation;
- p. the Corporation owns or is licensed to use all necessary software and it can continue to use any and all computerized records, files and programs after the Closing Date in the same manner as before the Closing Date;
- q. the Corporation has filed all tax reports and returns required in the operation of its business and has paid all taxes owed to all taxing authorities, including foreign taxing authorities, except amounts that are being properly contested by the Seller, the details of this contest having been provided to the Purchaser; and
- r. this Agreement has been duly executed and delivered by the Seller and constitutes a legal and binding obligation of the Seller, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy and insolvency, by other laws affecting the rights of creditors generally, and by equitable remedies granted by a court of competent jurisdiction.

10. The representations and warranties given in this Agreement are the only representations and warranties. No other representation or warranty, either expressed or implied, has been given by the Seller to the Purchaser.

- f. the Purchaser has no knowledge that any representation or warranty given by the Seller in this Agreement is inaccurate or false.
- 16. The representations and warranties given in this Agreement are the only representations and warranties. The Purchaser has given no other representation or warranty, either expressed or implied, to the Seller.
- 17. The Purchaser warrants to the Seller that each of the representations and warranties made by it is accurate and not misleading at the date of Closing. The Purchaser acknowledges that the Seller is entering into this Agreement in reliance on each representation and warranty.
- 18. The Purchaser's representations and warranties will survive the Closing Date of this Agreement.
- 19. Where the Seller has a claim against the Purchaser relating to one or more representations and warranties made by the Purchaser, the Purchaser will have no liability to the Seller unless the Seller provides notice in writing to the Purchaser containing full details of the claim on or before the third anniversary of the Closing Date.
- 20. Where the Seller has a claim against the Purchaser relating to one or more representations or warranties made by the Purchaser, and the Seller is entitled to recover damages from a third party then the amount of the claim against the Purchaser will be reduced by the recovered or recoverable amount less all reasonable costs incurred by the Seller in recovering the amount from the third party.

**Conditions Precedent to be Performed by the Purchaser**

- 21. The obligation of the Seller to complete the sale of the Shares under this Agreement is subject to the satisfaction of the following conditions precedent by the Purchaser, on or before the Closing Date, each of which is acknowledged to be for the exclusive benefit of the Seller and may be waived by the Seller entirely or in part:
  - a. all of the representations and warranties made by the Purchaser in this Agreement will be true and accurate in all material respects on the Closing Date; and
  - b. the Purchaser will obtain or complete all forms, documents, consents, approvals, registrations, declarations, orders, and authorizations from any person or any governmental or public body, required of the Purchaser in connection with the execution of this Agreement.



### **Employees**

25. At least 30 days prior to the Closing Date, the Purchaser will provide written offers of employment to every employee of the Corporation (the "Transferred Employees"). The offers of employment will be subject to execution of this Agreement and successful closing of this transaction. Prior to the Closing Date, the Purchaser will make itself available to discuss with each Transferred Employee the terms of the individual employment offers.
26. The Purchaser will not offer employment to any employee of the Corporation who is receiving disability benefits under a disability plan of the Seller as of the Closing Date. Those employees receiving disability benefits will not be considered a Transferred Employee and will remain the full responsibility of the Seller.
27. The Seller will pay all employee compensation incurred by it up to and including the Closing Date and including all salaries, benefits, bonuses including Share bonuses and Share options and any other compensation owing to all employees up to and including the Closing Date. The Seller will be responsible for all severance benefits, vacation days, sick days, personal days and other compensated time off accrued by all employees up to and including the Closing Date.
28. The Seller is in compliance with all applicable foreign and domestic statutory rules and regulations respecting employment and employment practices and has withheld and reported all amounts required by law with respect to wages and salaries and the Seller is not liable for any accrued taxes or penalties and is not liable or in arrears to any government or private pension, social security or unemployment insurance authority. The Seller indemnifies the Purchaser for any future liabilities relating to employment and employment practices where the subject of the liability occurred up to and including the Closing Date.
29. To the best of the Seller's knowledge, information and belief, no labor dispute is currently in progress, pending or threatened involving the Transferred Employees of the Corporation that would interfere with the normal productivity or production schedules of the Corporation.
30. After the Closing Date, the Purchaser will adopt, assume, and become solely responsible for all Transferred Employee benefit plans including, but not limited to, all health and disability plans and pension plans currently administered by the Seller. The Purchaser will collect and pay over to the Seller any contributions of the Seller's employees that relate to periods prior to and including the Closing Date. The Purchaser agrees to waive all waiting or qualification periods and pre-existing conditions and limitations of such plans for the Transferred Employees.

### **Non-Assumption of Liabilities**

35. It is understood and agreed between the Parties that the Purchaser is not assuming and will not be liable for any of the liabilities, debts or obligations of the Seller arising out of the ownership or operation of the Corporation prior to and including the Closing Date, save and except for the following assumed liabilities:

- Bank Loan.

36. The Seller will indemnify and save harmless the Purchaser, its officers, directors, employees, agents and shareholders from and against all costs, expenses, losses, claims, and liabilities, including reasonable legal fees and disbursements, or demands for income, sales, excise or other taxes, suffered or incurred by the Purchaser or any of the above mentioned persons arising out of the ownership or operation of the Corporation prior to and including the Closing Date, save and except for the assumed liabilities identified above.

### **Transfer of Third Party Contracts**

37. This Agreement is not to be construed as an assignment of any third party contract from the Seller to the Purchaser if the assignment would be a breach of that third party contract.
38. The Purchaser will be solely responsible for acquiring new contracts with third parties where the existing contracts are not legally assignable from the Seller to the Purchaser.
39. Notwithstanding any other provision in this Agreement to the contrary, the Seller will not be liable for any losses, costs or damages of any kind including loss of revenue or decrease in value of the Corporation resulting from the failure of the Purchaser to acquire any third party contracts.

### **Notices**

40. Any notices or deliveries required in the performance of this Agreement will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Parties at the addresses contained in this Agreement or as the Parties may later designate in writing.

### **Expenses/Costs**

41. The Parties agree to pay all their own costs and expenses in connection with this Agreement.

### **Severability**

48. The Parties acknowledge that this Agreement is reasonable, valid, and enforceable; however, if any part of this Agreement is held by a court of competent jurisdiction to be invalid, it is the intent of the Parties that such provision be reduced in scope only to the extent deemed necessary to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected or invalidated as a result.
49. Where any provision in this Agreement is found to be unenforceable, the Purchaser and the Seller will then make reasonable efforts to replace the invalid or unenforceable provision with a valid and enforceable substitute provision, the effect of which is as close as possible to the intended effect of the original invalid or unenforceable provision.

### **Governing Law**

50. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.
51. The courts of the State of Florida will have jurisdiction to settle any dispute arising out of or in connection with this Agreement.

### **General Provisions**

52. This Agreement contains all terms and conditions agreed to by the Parties. Statements or representations which may have been made by any Party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value to either Party. Only the written terms of this Agreement will bind the Parties.
53. This Agreement may only be amended or modified by a written instrument executed by all of the Parties.
54. A waiver by one Party of any right or benefit provided in this Agreement does not infer or permit a further waiver of that right or benefit, nor does it infer or permit a waiver of any other right or benefit provided in this Agreement.
55. This Agreement will not be assigned either in whole or in part by any Party without the written consent of the other Party.

**2020 FLORIDA LIMITED LIABILITY COMPANY AMENDED ANNUAL REPORT**

DOCUMENT# L18000041915

Entity Name: WORK FORCE LLC

Current Principal Place of Business:

4005 NW 114TH AV  
03  
DORAL , FL 33178

**FILED**  
**Sep 28, 2020**  
**Secretary of State**  
**5502716036CC**

Current Mailing Address:

4005 NW 114TH AV  
03  
DORAL, FL 33178 US

FEI Number: 82-4475956

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

VASQUEZ , DANIELA  
4005 NW 114TH AVE  
03  
DORAL , FL 33178 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: VASQUEZ DANIELA

09/28/2020

Electronic Signature of Registered Agent

Date

**Authorized Person(s) Detail :**

Title	PRESIDENT	Title	PRESIDENT
Name	VASQUEZ, DANIELA P	Name	MOLINA, YEXSELTZ M
Address	4005 NW 114TH AV 03	Address	4005 NW 114TH AV 03
City-State-Zip:	DORAL FL 33178	City-State-Zip:	DORAL FL 33178

*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 a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes, and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: VASQUEZ DANIELA

VD

09/28/2020

Electronic Signature of Signing Authorized Person(s) Detail

Date

**2020 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT**

DOCUMENT# L18000041915

Entity Name: WORK FORCE LLC

Current Principal Place of Business:

4005 NW 114TH AV  
03  
DORAL, FL 33178

Current Mailing Address:

4005 NW 114TH AV  
03  
DORAL, FL 33178 US

FEI Number: 82-4475956

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

VASQUEZ, DANIELA  
4005 NW 114TH AVE  
03  
DORAL, FL 33178 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: VASQUEZ DANIELA

05/19/2020

Electronic Signature of Registered Agent

Date

**Authorized Person(s) Detail :**

Title            PRESIDENT  
Name            VASQUEZ, DANIELA  
Address        4005 NW 114TH AV  
                  03  
City-State-Zip: DORAL FL 33178

Title            PRESIDENT  
Name            VIVAS, JOSE H SR.  
Address        4005 NW 114TH AV  
                  03  
City-State-Zip: DORAL FL 33178

*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 a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: VASQUEZ DANIELA

VD

05/19/2020

Electronic Signature of Signing Authorized Person(s) Detail

Date

## **PURCHASE OF BUSINESS AGREEMENT**

**THIS PURCHASE OF BUSINESS AGREEMENT** (the "Agreement") made and entered into this 29th day of June, 2021 (the "Execution Date").

### **BETWEEN:**

Molina Yexseltz M of 315 Gleason PKWY DORAL 33178  
(the "Seller")

OF THE FIRST PART

and

Daniela Vasquez of 4005 NW 114TH UNT 3 DORAL FL 33178  
(the "Purchaser")

OF THE SECOND PART

### **BACKGROUND**

- a. The Seller is the owner of all the issued and outstanding shares (the "Shares") of WORK FORCE LLC of 4005 NW 114TH UNT 3 DORAL FL 33178 (the "Corporation") which carries on the business of EMPLOYMENT AGENCY in the State of Florida.
- b. The Seller desires to sell the Shares to the Purchaser, and the Purchaser desires to buy the Shares.

**IN CONSIDERATION** of the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Parties agree as follows:

6. At Closing, and upon the Purchaser paying the Total Purchase Price in full to the Seller, the Seller will:
  - a. provide the Purchaser with duly executed forms and documents evidencing transfer of signing authority and control of the bank accounts of the Corporation;
  - b. provide the Purchaser with duly executed transfers of the Shares; and
  - c. deliver to the Purchaser endorsed share certificates representing the Shares, and the Seller will take all steps necessary for the Corporation to enter the Purchaser, or its nominee, on the books of the Corporation, as the holder of the Shares.

#### **Payment**

7. The Total Purchase Price for the Shares will be paid by the Purchaser in one lump sum payment to the Seller in the form of a certified check, a Teller's Check or an electronic money or funds transfer. In the case of an electronic money or funds transfer, the Seller will give notice to the Purchaser of the bank account particulars at least 5 business days prior to the Closing Date.
8. The Purchaser is responsible for paying all applicable taxes, including federal sales tax, state sales tax, duties, and any other taxes or charges payable pursuant to the transfer of the Shares from the Seller to the Purchaser.

#### **Seller's Representations and Warranties**

9. The Seller represents and warrants to the Purchaser that:
  - a. the Seller has full legal authority to enter into and exercise its obligations under this Agreement;
  - b. the Corporation is a corporation duly incorporated or continued, validly existing, and in good standing and has all requisite authority to carry on business as currently conducted;
  - c. the Seller is the absolute beneficial owner of the Shares, free and clear of any liens, charges, encumbrances or rights of others, and is exclusively entitled to dispose of the Shares;
  - d. except as otherwise provided in this Agreement, there has been no act or omission by the Seller that would give rise to any valid claim relating to a brokerage commission, finder's

notice or make a claim under these insurance policies in a timely manner:

- m. the trademarks and trade names used in carrying on the business of the Corporation are owned exclusively and validly by the Corporation. The trademarks and trade names are duly registered with the appropriate public authorities in order that the rights associated with the trademarks and trade names are protected. To the best knowledge of the officers of the Corporation, there are no claims of infringement existing against the patents, trademarks, copyrights or any other trade names used by the Corporation;
  - n. any trademarks and trade names used in whole or in part in or required for the proper operation of the business of the Corporation are validly and beneficially owned by and for the sole and exclusive use of the Corporation;
  - o. to the best knowledge of the officers of the Corporation, the conduct of the Corporation does not infringe on the patents, trademarks, trade names or copyrights, whether domestic or foreign, of any other person, firm or corporation;
  - p. the Corporation owns or is licensed to use all necessary software and it can continue to use any and all computerized records, files and programs after the Closing Date in the same manner as before the Closing Date;
  - q. the Corporation has filed all tax reports and returns required in the operation of its business and has paid all taxes owed to all taxing authorities, including foreign taxing authorities, except amounts that are being properly contested by the Seller, the details of this contest having been provided to the Purchaser; and
  - r. this Agreement has been duly executed and delivered by the Seller and constitutes a legal and binding obligation of the Seller, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy and insolvency, by other laws affecting the rights of creditors generally, and by equitable remedies granted by a court of competent jurisdiction.
10. The representations and warranties given in this Agreement are the only representations and warranties. No other representation or warranty, either expressed or implied, has been given by the Seller to the Purchaser.



- f. the Purchaser has no knowledge that any representation or warranty given by the Seller in this Agreement is inaccurate or false.
- 16. The representations and warranties given in this Agreement are the only representations and warranties. The Purchaser has given no other representation or warranty, either expressed or implied, to the Seller.
- 17. The Purchaser warrants to the Seller that each of the representations and warranties made by it is accurate and not misleading at the date of Closing. The Purchaser acknowledges that the Seller is entering into this Agreement in reliance on each representation and warranty.
- 18. The Purchaser's representations and warranties will survive the Closing Date of this Agreement.
- 19. Where the Seller has a claim against the Purchaser relating to one or more representations and warranties made by the Purchaser, the Purchaser will have no liability to the Seller unless the Seller provides notice in writing to the Purchaser containing full details of the claim on or before the third anniversary of the Closing Date.
- 20. Where the Seller has a claim against the Purchaser relating to one or more representations or warranties made by the Purchaser, and the Seller is entitled to recover damages from a third party then the amount of the claim against the Purchaser will be reduced by the recovered or recoverable amount less all reasonable costs incurred by the Seller in recovering the amount from the third party.

**Conditions Precedent to be Performed by the Purchaser**

- 21. The obligation of the Seller to complete the sale of the Shares under this Agreement is subject to the satisfaction of the following conditions precedent by the Purchaser, on or before the Closing Date, each of which is acknowledged to be for the exclusive benefit of the Seller and may be waived by the Seller entirely or in part:
  - a. all of the representations and warranties made by the Purchaser in this Agreement will be true and accurate in all material respects on the Closing Date; and
  - b. the Purchaser will obtain or complete all forms, documents, consents, approvals, registrations, declarations, orders, and authorizations from any person or any governmental or public body, required of the Purchaser in connection with the execution of this Agreement.

### **Employees**

25. At least 30 days prior to the Closing Date, the Purchaser will provide written offers of employment to every employee of the Corporation (the "Transferred Employees"). The offers of employment will be subject to execution of this Agreement and successful closing of this transaction. Prior to the Closing Date, the Purchaser will make itself available to discuss with each Transferred Employee the terms of the individual employment offers.
26. The Purchaser will not offer employment to any employee of the Corporation who is receiving disability benefits under a disability plan of the Seller as of the Closing Date. Those employees receiving disability benefits will not be considered a Transferred Employee and will remain the full responsibility of the Seller.
27. The Seller will pay all employee compensation incurred by it up to and including the Closing Date and including all salaries, benefits, bonuses including Share bonuses and Share options and any other compensation owing to all employees up to and including the Closing Date. The Seller will be responsible for all severance benefits, vacation days, sick days, personal days and other compensated time off accrued by all employees up to and including the Closing Date.
28. The Seller is in compliance with all applicable foreign and domestic statutory rules and regulations respecting employment and employment practices and has withheld and reported all amounts required by law with respect to wages and salaries and the Seller is not liable for any accrued taxes or penalties and is not liable or in arrears to any government or private pension, social security or unemployment insurance authority. The Seller indemnifies the Purchaser for any future liabilities relating to employment and employment practices where the subject of the liability occurred up to and including the Closing Date.
29. To the best of the Seller's knowledge, information and belief, no labor dispute is currently in progress, pending or threatened involving the Transferred Employees of the Corporation that would interfere with the normal productivity or production schedules of the Corporation.
30. After the Closing Date, the Purchaser will adopt, assume, and become solely responsible for all Transferred Employee benefit plans including, but not limited to, all health and disability plans and pension plans currently administered by the Seller. The Purchaser will collect and pay over to the Seller any contributions of the Seller's employees that relate to periods prior to and including the Closing Date. The Purchaser agrees to waive all waiting or qualification periods and pre-existing conditions and limitations of such plans for the Transferred Employees.

### **Non-Assumption of Liabilities**

35. It is understood and agreed between the Parties that the Purchaser is not assuming and will not be liable for any of the liabilities, debts or obligations of the Seller arising out of the ownership or operation of the Corporation prior to and including the Closing Date, save and except for the following assumed liabilities:
- Bank Loan.
36. The Seller will indemnify and save harmless the Purchaser, its officers, directors, employees, agents and shareholders from and against all costs, expenses, losses, claims, and liabilities, including reasonable legal fees and disbursements, or demands for income, sales, excise or other taxes, suffered or incurred by the Purchaser or any of the above mentioned persons arising out of the ownership or operation of the Corporation prior to and including the Closing Date, save and except for the assumed liabilities identified above.

### **Transfer of Third Party Contracts**

37. This Agreement is not to be construed as an assignment of any third party contract from the Seller to the Purchaser if the assignment would be a breach of that third party contract.
38. The Purchaser will be solely responsible for acquiring new contracts with third parties where the existing contracts are not legally assignable from the Seller to the Purchaser.
39. Notwithstanding any other provision in this Agreement to the contrary, the Seller will not be liable for any losses, costs or damages of any kind including loss of revenue or decrease in value of the Corporation resulting from the failure of the Purchaser to acquire any third party contracts.

### **Notices**

40. Any notices or deliveries required in the performance of this Agreement will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Parties at the addresses contained in this Agreement or as the Parties may later designate in writing.

### **Expenses/Costs**

41. The Parties agree to pay all their own costs and expenses in connection with this Agreement.

### **Severability**

48. The Parties acknowledge that this Agreement is reasonable, valid, and enforceable; however, if any part of this Agreement is held by a court of competent jurisdiction to be invalid, it is the intent of the Parties that such provision be reduced in scope only to the extent deemed necessary to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected or invalidated as a result.
49. Where any provision in this Agreement is found to be unenforceable, the Purchaser and the Seller will then make reasonable efforts to replace the invalid or unenforceable provision with a valid and enforceable substitute provision, the effect of which is as close as possible to the intended effect of the original invalid or unenforceable provision.

### **Governing Law**

50. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.
51. The courts of the State of Florida will have jurisdiction to settle any dispute arising out of or in connection with this Agreement.

### **General Provisions**

52. This Agreement contains all terms and conditions agreed to by the Parties. Statements or representations which may have been made by any Party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value to either Party. Only the written terms of this Agreement will bind the Parties.
53. This Agreement may only be amended or modified by a written instrument executed by all of the Parties.
54. A waiver by one Party of any right or benefit provided in this Agreement does not infer or permit a further waiver of that right or benefit, nor does it infer or permit a waiver of any other right or benefit provided in this Agreement.
55. This Agreement will not be assigned either in whole or in part by any Party without the written consent of the other Party.



(Step 3 of 3) Thank you for your payment.

Please print this receipt and keep it for your records.

---

Tracking Number : 5831006839CC

Document Number : P16000090015

Payment Amount: \$61.25

Receipt Number: 3789786264

Transaction Date: 09/28/2020 11:49 AM

Payment Type:



Account Number: \*9088

---



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Limited Liability Company  
WORK FORCE LLC

### Filing Information

Document Number L18000041915  
FEI/EIN Number 82-4475956  
Date Filed 02/15/2018  
Effective Date 03/01/2018  
State FL  
Status ACTIVE

### Principal Address

10773 NW 58th St  
#267  
DORAL, FL 33178

Changed: 06/29/2021

### Mailing Address

10773 NW 58th St  
#267  
DORAL, FL 33178

Changed: 06/29/2021

### Registered Agent Name & Address

Vasquez , Daniela  
10773 NW 58Th St  
#267  
DORAL, FL 33178

Name Changed: 02/25/2019

Address Changed: 06/29/2021

### Authorized Person(s) Detail

#### Name & Address

**2019 FLORIDA LIMITED LIABILITY COMPANY AMENDED ANNUAL REPORT**

DOCUMENT# L18000041915

Entity Name: WORK FORCE LLC

Current Principal Place of Business:

4005 NW 114TH AV  
03  
DORAL , FL 33178

Current Mailing Address:

4005 NW 114TH AV  
03  
DORAL, FL 33178 US

FEI Number: 82-4475956

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

VASQUEZ , DANIELA  
4005 NW 114TH AVE  
03  
DORAL , FL 33178 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: VASQUEZ DANIELA

12/04/2019 ✓

Electronic Signature of Registered Agent

Date

**Authorized Person(s) Detail :**

Title	PRESIDENT	Title	PRESIDENT
Name	VASQUEZ, DANIELA	Name	VIVAS, JOSE H SR.
Address	4005 NW 114TH AV 03	Address	4005 NW 114TH AV 03
City-State-Zip:	DORAL FL 33178	City-State-Zip:	DORAL FL 33178

*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 a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes, and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: DANIELA VASQUEZ

DV

12/04/2019

Electronic Signature of Signing Authorized Person(s) Detail

Date

**2020 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT**

DOCUMENT# L18000041915

Entity Name: WORK FORCE LLC

Current Principal Place of Business:

4005 NW 114TH AV  
03  
DORAL, FL 33178

**FILED**  
**May 19, 2020**  
**Secretary of State**  
**5532563424CC**

Current Mailing Address:

4005 NW 114TH AV  
03  
DORAL, FL 33178 US

FEI Number: 82-4475956

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

VASQUEZ, DANIELA  
4005 NW 114TH AVE  
03  
DORAL, FL 33178 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: VASQUEZ DANIELA

05/19/2020

Electronic Signature of Registered Agent

Date

**Authorized Person(s) Detail :**

Title	PRESIDENT	Title	PRESIDENT
Name	VASQUEZ, DANIELA	Name	VIVAS, JOSE H SR.
Address	4005 NW 114TH AV 03	Address	4005 NW 114TH AV 03
City-State-Zip:	DORAL FL 33178	City-State-Zip:	DORAL FL 33178

*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 a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes, and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: VASQUEZ DANIELA

VD

05/19/2020

Electronic Signature of Signing Authorized Person(s) Detail

Date



**2020 FLORIDA LIMITED LIABILITY COMPANY AMENDED ANNUAL REPORT**

DOCUMENT# L18000041915

Entity Name: WORK FORCE LLC

Current Principal Place of Business:

4005 NW 114TH AV  
03  
DORAL, FL 33178

Current Mailing Address:

4005 NW 114TH AV  
03  
DORAL, FL 33178 US

FEI Number: 82-4475956

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

VASQUEZ, DANIELA  
4005 NW 114TH AVE  
03  
DORAL, FL 33178 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: VASQUEZ DANIELA

09/28/2020 ✓

Electronic Signature of Registered Agent

Date

**Authorized Person(s) Detail :**

Title	PRESIDENT	Title	PRESIDENT
Name	VASQUEZ, DANIELA P	Name	MOLINA, YEXSELTZ M
Address	4005 NW 114TH AV 03	Address	4005 NW 114TH AV 03
City-State-Zip:	DORAL FL 33178	City-State-Zip:	DORAL FL 33178

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 a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: VASQUEZ DANIELA

VD

09/28/2020

Electronic Signature of Signing Authorized Person(s) Detail

Date

# Florida

TEMPORARY

## DRIVER LICENSE

M454-994-90-741-0

CLASS E



GREAT SEAL OF THE STATE OF FLORIDA

MOLINA LIENDO

ZINDY ORIANA

37427 NW 13TH PATH

DORAL FL 33178

DOB 07/01/1990 SEX F

DOB 09/14/2024 HGT 5'-03"

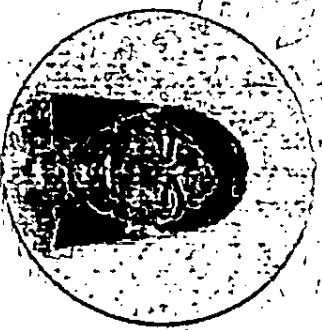
REST NONE END NONE

SAFE DRIVER

4a ISS 09/14/2020

5DD S072009140547

Operation of a motor vehicle constitutes consent to any sobriety test required by law.



SA

# Florida

## TEMPORARY DRIVER LICENSE



USA



14 DLN M455-170-60-182-0

9 CLASS E

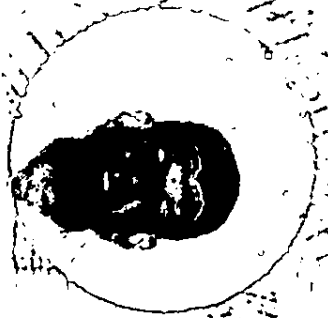
1 MOLINA MEDINA  
2 D WHIGHT JOSE  
3 8951 NW 109TH CT APT 1002  
DORAL, FL 33178

3 DOB 05/22/1960 18 SEX M  
4b EXP 12/26/2021 16 HGT 5'-10"  
12 REST NONE 9a END A

SAFE DRIVER  
4a ISS 10/07/2020

SDD S072010070609  
(12/26/21)

Operation of a motor vehicle constitutes  
consent to any sobriety test required by law.



Florida

DRIVER LICENSE



4004 V120-428-58-165-0

1 CLASS E



Operation of a motor vehicle requires compliance with any additional laws required by law

1 VMA/S  
2 JOSE HUMBERTO  
3 4432 NW 114TH AVE APT 811  
4 DORAL, FL 33178-4819  
5 DOB 09/09/1958 15 M  
6 EXP 08/09/2027 18 WGT 6' 09"  
7 SEX M  
8 NONE  
9 NONE  
10 NONE  
11 NONE  
12 NONE  
13 NONE  
14 NONE  
15 NONE  
16 NONE  
17 NONE  
18 NONE  
19 NONE  
20 NONE  
21 NONE  
22 NONE  
23 NONE  
24 NONE  
25 NONE  
26 NONE  
27 NONE  
28 NONE  
29 NONE  
30 NONE  
31 NONE  
32 NONE  
33 NONE  
34 NONE  
35 NONE  
36 NONE  
37 NONE  
38 NONE  
39 NONE  
40 NONE  
41 NONE  
42 NONE  
43 NONE  
44 NONE  
45 NONE  
46 NONE  
47 NONE  
48 NONE  
49 NONE  
50 NONE  
51 NONE  
52 NONE  
53 NONE  
54 NONE  
55 NONE  
56 NONE  
57 NONE  
58 NONE  
59 NONE  
60 NONE  
61 NONE  
62 NONE  
63 NONE  
64 NONE  
65 NONE  
66 NONE  
67 NONE  
68 NONE  
69 NONE  
70 NONE  
71 NONE  
72 NONE  
73 NONE  
74 NONE  
75 NONE  
76 NONE  
77 NONE  
78 NONE  
79 NONE  
80 NONE  
81 NONE  
82 NONE  
83 NONE  
84 NONE  
85 NONE  
86 NONE  
87 NONE  
88 NONE  
89 NONE  
90 NONE  
91 NONE  
92 NONE  
93 NONE  
94 NONE  
95 NONE  
96 NONE  
97 NONE  
98 NONE  
99 NONE  
100 NONE





(Step 3 of 3) Thank you for your payment.

Please print this receipt and keep it for your records.

---

Tracking Number : 5502716036CC

Document Number : L18000041915

Payment Amount: \$50.00

Receipt Number: 3789784028

Transaction Date: 09/28/2020 11:27 AM

Payment Type:



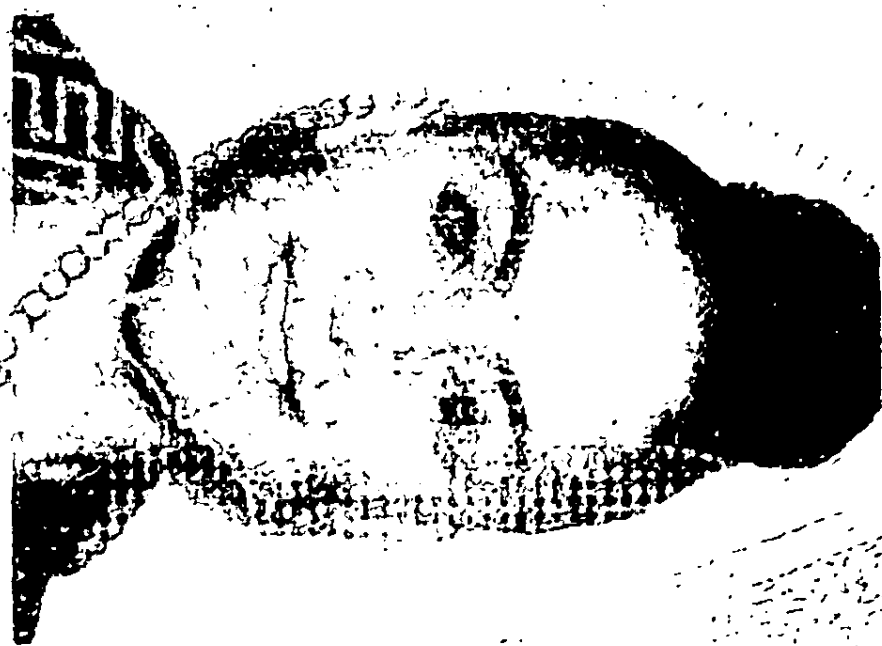
Account Number: \*9088

---

# Florida

TEMPORARY

## DRIVER LICENSE



V220-175-87-667-0

CLASS E

VASQUEZ

DANIELA PATRICIA

322 SE 20TH ST

CAPE CORAL FL 33990

DOB 05/07/1987 SEX F

EXP 12/14/2022 HGT 5'-05"

TEST NONE END NONE

SAFE DRIVER

DOB 01/14/2021

SDD S072101140281

Operation of a motor vehicle constitutes consent to any sobriety test required by law.

