

L180000081657

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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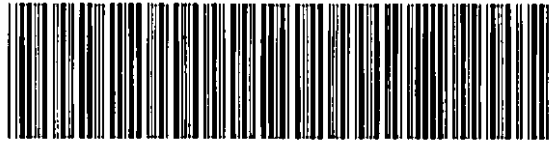
(Business Entity Name)

(Document Number)

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FALL COUNTY, ILL.
CLERK OF COURT

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D. BRUCE
OCT 29 2020

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: New Global Ventures 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:

Yvonne M. Ramirez

Name of Person

Elite Professional Finance Inc.

Firm/Company

10300 SW 72 Street, Suite 456

Address

Miami, FL 33173

City/State and Zip Code

yramirez@eliteprofessionalfinance.com

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

For further information concerning this matter, please call:

Yvonne M. Ramirez

at (305) 240-2257

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

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TALLAHASSEE
SEP 21 2020

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FILED

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

New Global Ventures 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 March 30, 2018 and assigned
Florida document number L18000081657.

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:

Elite Professional Finance Inc.

New Registered Office Address:

10300 SW 72 Street, Suite 456

Enter Florida street address

Miami

City

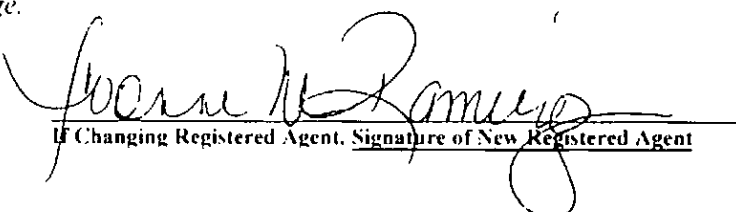
Florida

33173

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>
MGR	Larry Garber		<input type="checkbox"/> Add
			<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
MGR	Inga Springman	3907 North Federal Highway, Unit 291	<input checked="" type="checkbox"/> Add
		Pompano Beach, FL 33064	<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
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			<input type="checkbox"/> Change

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Amendment 1 to the Partnership Agreement Attached

2020 SEP 21 AM 6:31
TALLAHASSEE, FL

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2020 SEP 21 AM 6:31
TALLAHASSEE, FL

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.

Dated September 11, 2020

Igor Paransky

12:06 PM (Sat 11/11/2017 14:54 EDT)

Signature of a member or authorized representative of a member

Igor Paranskv

Typed or printed name of signee

AMENDMENT NO. 1
TO
PARTNERSHIP AGREEMENT
FOR NEW GLOBAL VENTURES LLC

This Partnership Amendment Agreement (the "Agreement") is made and entered into this 3rd of September, 2020 ("the Effective Date") BETWEEN

Inga Springman of 6543 Brickleton Woods Drive, Portage, MI 49024 and

Igor Paransky of 6503 North Military Trail, Unit 4007, Boca Raton, FL 33496,

hereby amends the original Partnership Agreement dated March 25, 2018.

BACKGROUND:

- A. The parties to this Agreement are, as amended, pursuant to the Partnership Interest Purchase and Sale Agreement, dated September 1, 2020 by Larry Garber and Inga Springman, as follows:

Inga Springman
4563 Brickleton Woods Drive
Portage, MI 49024

Igor Paransky
6503 N. Military Trail, Unit 4007
Boca Raton, FL 33496

- B. The remaining partner, Igor Paransky, was given the first right of refusal to purchase the Partnership Interest of Larry Garber and has agreed and accepted the sale to Inga Springman.
- C. The Partners desire to amend the current Partnership Agreement to reflect a change in Partnership Interest.
- D. This is the first amendment to the Partnership Agreement.

IN CONSIDERATION OF and as a condition of the Partners entering into this Amendment and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the parties to this Agreement agree as follows:

Amendment

1. This Partnership will continue to be known as New Global Ventures LLC dba AA Water Restoration (the "Partnership").
2. In consideration of, and as a result of the Partnership Interest Purchase and Sale Agreement, dated September 1, 2020 between Larry Garber and Inga Springman, Larry Garber will no longer own, or otherwise have a Partnership Interest in New Global Ventures LLC as a result of this sale of his respective share to Inga Springman.
3. As a result of the sale of Partnership Interest dated September 1, 2020, the partners are as follows:

Inga Springman
4563 Brickleton Woods Drive
Portage, MI 49024

Igor Paransky
6503 N. Military Trail, Unit 4007
Boca Raton, FL 33496

I. THE PARTNERSHIP

- The Partners wish to become legal partners in business.
- The terms and conditions of their Partnership will be outlined in this Agreement.
- Upon the execution of the Agreement Amendment, the Partnership will be in effect on September 3, 2020.
- The Partnership will only be terminated as outlined in this Agreement.
- The Partnership's primary place of business will be 3907 North Federal Highway, Suite 291, Pompano Beach, FL 33064.
- The Partnership will be governed under the laws of the state of Florida.
- The Partnership's primary purpose is water mitigation services.
- If applicable, the Partners will obtain any necessary licenses and permits to do business, register its Doing Business as Name ("DBA") and obtain a Federal Employer Identification Number ("EIN").

II. INTEREST AND AUTHORITY

The Partners' ownership interest in the Partnership will be as follows:

Inga Springman	-	70%
Igor Paransky	-	30%

The Partners' authority will be defined by the following unless otherwise stated in the Agreement:

Inga Springman	-	50%
Igor Paransky	-	50%

The Partnership qualifies and agrees to opt out of appointing a partnership representative under 26 U.S. Code § 6221.

III. COSTS

The Partners will share costs according to the following percentages:

Inga Springman	-	70%
Igor Paransky	-	30%

IV. PROFITS

The Partners will share net profits of the Partnership according to the following percentages:

Inga Springman	-	70%
Igor Paransky	-	30%

The profits will be distributed according to the above percentages after the costs of the Partnership have been paid according to the above percentages, at the Partners' written and agreed upon consent.

V. SALARY

All Partners must give their unanimous consent if a permanent salary is to be established and their unanimous consent for the amount of the salary to be given to each Partner.

VI. ACCOUNTING

- All Partners will maintain a joint contribution account. All Partners will maintain a joint distribution account. Partners will keep accurate and complete books of account for all accounts related to the Partnership. Any Partner, whether majority or minority, will be allowed to review all books of account at any time they request.
- Each Partner will be responsible for his or her own taxes on any distributions made.
- Accounting records will be kept on a cash basis.

- The fiscal year will be complete on the last day of December of each year. All Partners will present their position on the state of the Partnership within two weeks of the completion of each fiscal year.
- The following partners will be able to sign checks from any joint Partner account:
Inga Springman
Igor Paransky

VII. NEW PARTNERS

The Partnership will amend this agreement to include new partners upon the written and unanimous vote of all Partners.

The name of the Partnership may be amended if a new Partner is added to the Partnership upon the written and unanimous vote of all Partners.

VIII. WITHDRAWAL OR DEATH

The Partners hereby reserve the right to withdraw from the Partnership at any time. Should a Partner withdraw from the Partnership because of choice or death, the remaining Partners will have the option to buy out the remaining shares of the Partnership. Should the Partners agree to buy out the shares, the shares will be bought in equal amounts by all Partners. The Partners may opt to hire an outside firm to assess the value of the remaining shares. Only upon the partners' unanimous agreement will the outside firm's valuation of the shares be considered final. The Partners will have 30 days to decide if they want to buy the shares, individual Partners will then have the right to buy the shares individually. If more than one Partner requests to buy the remaining shares, the shares will be split equally among those Partners wishing to purchase the shares. Should all Partners agree by unanimous vote, the Partnership may choose to allow a non-Partner to buy the remaining shares thereby replacing the previous Partner.

If no individual Partner(s) finalize a purchase agreement by 30 days, the Partnership will be dissolved.

The name of the Partnership may be amended upon the written and unanimous vote of all Partners if a Partner is successfully bought out.

IX. DISSOLUTION

Should the Partnership be dissolved by majority vote, the Partnership will be liquidated, and the debts will be paid. All remaining funds after debts have been paid will be distributed based on the percentage of ownership interest outlined in this Agreement.

X. AMENDMENTS

- Amendments may be made hereto upon the unanimous and written consent of all Partners.
- Amendments must be expressly written and have the original signatures of all Partners.
- All amendments, notices, requests, claims, demands and other communications between the parties shall be in writing. All such written communications shall be given (i) by delivery in person, (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, (iv) by facsimile, (v) by electronic mail to the addresses of the parties specified in this Agreement or such other addresses specified in writing. All notices shall be effective upon (i) receipt by the party to which the written communication is given, or (ii) on the 5th day following mailing, whichever occurs first.

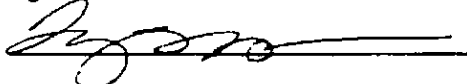
XI. DISPUTE RESOLUTION

The parties will attempt to resolve any dispute arising out of or relating to the Partnership or this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to the Partnership or this Agreement shall be submitted to mediation in accordance with any statutory rules of mediation in the state of Florida. If mediation does not successfully resolve the dispute or is unavailable, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

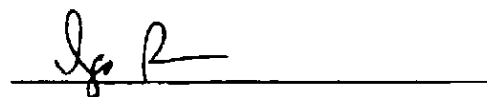
IN WITNESS WHEREOF, this Agreement has been executed and delivered in the manner prescribed by law as of the Effective Date first written above.

Signed:



Inga Springman

Date: 9/1/2020



Igor Paransky

Date: 9/10/2020