

L18000177128

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

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WAIT

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MAIL

(Business Entity Name)

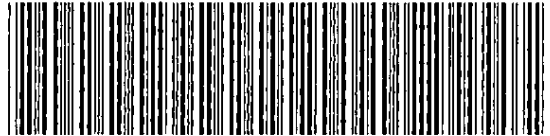
(Document Number)

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

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date per email  
8/11/23 *0826*

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01-12-23 -- 01:00 -- 010 -- 60.00

2023-11-13 PM 1:55

600410044526  
AUG 11 2023

## COVER LETTER

**TO: Registration Section  
Division of Corporations**

**SUBJECT:** GRACE PHARMACY SOLUTIONS 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:

GRACE ANN P. BENET

Name of Person

GRACE PHARMACY SOLUTIONS LLC

Firm/Company

80 Pinnacles Dr. Suite 900

Address

Palm Coast, FL 32164

City/State and Zip Code

admin@grace-rx.net

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

For further information concerning this matter, please call:

GRACE ANN P. BENET

386

302-7278

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**

GRACE PHARMACY SOLUTIONS,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 July 24, 2018 and assigned  
Florida document number L18000177128.

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:

80 Pinnacles Dr. Suite 900, Palm Coast FL 32164

(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:

1079 Hampstead Ln. Ormond Beach, FL 32174

(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:

GRACE ANN P. BENET

New Registered Office Address:

1079 Hampstead Ln.

Enter Florida street address

Ormond Beach

Florida

32174

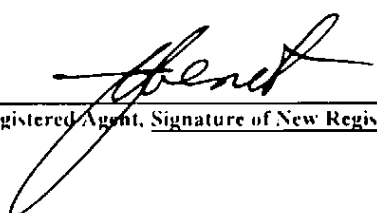
City

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>
AMBR	VADIM GAVRILOV	150 EAST ROBINSON ST UNIT 3106	<input type="checkbox"/> Add
		ORLANDO, FL 32801	<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
AMBR	GILLROY FRANCIS P BENET	820 MAIN LANE APT 1244	<input type="checkbox"/> Add
		ORLANDO FL 32801	<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
MGR	GRACE ANN P BENET	1079 HAMPSTEAD LN	<input checked="" type="checkbox"/> Add
		ORMOND BEACH FL 32174	<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

2023.11.2-9 10:45

8/8/23

**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 AUGUST 05, 2023

GRACE ANN P. BENET

Typed or printed name of signee



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

July 30, 2023

GRACE ANN P BENET  
80 PINNACLES DR  
STE 900  
PALM COAST, FL 32164 US

SUBJECT: GRACE PHARMACY SOLUTIONS, LLC.  
Ref. Number: L18000177128

We have received your document for GRACE PHARMACY SOLUTIONS, LLC. and your check(s) totaling \$60.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Pursuant to section 605.0207, F.S., the effective date must be specific, cannot be more than five business days prior to the date of filing or more than 90 days after the date of filing. Our office received your document on June 12, 2023. Please amend your document accordingly.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850)-245-6051.

Sharon D Franklin  
Regulatory Specialist II

Letter Number: 323A00017094

**RECEIVED**

AUG 09 2023

## MEMBERSHIP INTERESTS CONVEYANCE AGREEMENT

THIS MEMBERSHIP INTERESTS CONVEYANCE AGREEMENT (this "Agreement"), dated and effective as of June 3, 2023 (the "Effective Date"), is made by and between Vadim M. Gavrillov (the "Conveyor"), an individual resident of Florida, and Grace A. Benet (the "Conveyee"), an individual resident of Florida, for the conveyance of all the Conveyee's membership interests of Grace Pharmacy Solutions LLC (the "Company"), a Florida limited liability company, comprising fifty percent (50%) of all the membership interests of the Company (the "Acquired Interests").

### RECITALS

WHEREAS, Conveyor owns fifty percent (50%) of all the membership interests of the Company, which constitute the Acquired Interests; and

WHEREAS, Conveyee desires to receive from Conveyor, and Conveyor desires to convey and deliver to Conveyee the Acquired Assets subject to the terms and conditions set forth herein; and

WHEREAS, upon the Effective Date, Conveyee will own all the membership interests in the Company previously owned by Conveyor.

NOW, THEREFORE, in consideration of the mutual covenants of this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

### ARTICLE I

#### Conveyance of Acquired Interests

1.1 Conveyance of Acquired Interests. Subject to the terms and conditions set forth in this Agreement, at the Closing, Conveyee shall receive from Conveyor, and Conveyor shall convey and deliver to Conveyee, the Acquired Interests.

1.2 Due Diligence. The Conveyee agrees that she has conducted an adequate due diligence review of the Company, to include but not be limited to, all financial, operational, compliance, licensure, and personnel matters pertaining to the Acquired Assets.

1.3 Acquired Assets. The Acquired Assets shall include fifty percent (50%) of all the membership interests in the Company, to include: inventory, furniture, fixtures, equipment, intangible property, including the name "Grace Pharmacy Solutions LLC," the Company website, and any other intellectual property of the Company.

1.4 Accounts Receivable. The Acquired Assets' accounts receivable pertaining to third-party claims submitted for payment prior to Closing shall be the property of the Conveyee post-Closing.

1.5 Debt Payments. The Conveyee shall assume all Company debts pertaining to the Acquired Assets pursuant to this Agreement.

1.6 Conveyance Price. The aggregate conveyance price for the Acquired Interests is \$105,000.00 (the "Conveyance Price").

1.7 The Closing. The closing of the transactions contemplated hereby (collectively, the "Closing") shall be deemed the same as the Effective Date.

1.8 Payment to Conveyor for Work at the Company. The parties agree that Conveyor is entitled to \$40,000.00 in payment from the Company bank account as compensation for his work at the Company for the six (6) months prior to the Effective date.

## ARTICLE II Closing Deliveries and Approvals

2.1 Closing Deliveries of Conveyor. At the Closing, Conveyor will execute and deliver or cause to be executed and delivered, to Conveyee the following (collectively, the "Conveyor's Closing Deliveries"):

(a) Corporate Documents.

(i) All existing Governing Documents, transfer records, seals of the Acquired Interests and other similar materials relating to the Acquired Interests' administration that are in the possession of Conveyor; and

(ii) All contracts of Acquired Interests, to include all third party payer agreements and property leases.

(b) Consents and Approvals. Evidence satisfactory to Conveyee of all filings and all required permits, authorizations, consents and approvals necessary for Conveyor to consummate the transactions, including the Required Approvals.

(c) Other Documents. All other documents and instruments as Conveyee or its counsel shall deem necessary to complete the transactions contemplated hereby.

2.2 Closing Deliveries of Conveyee. At the Closing, Conveyee will execute and/or deliver or cause to be executed and/or delivered, to Conveyor, the following (collectively, the "Conveyee's Closing Deliveries"):

(a) Consents and Approvals. Evidence satisfactory to Conveyor of all filings and all required permits, authorizations, consents and approvals necessary for Conveyee to consummate the transactions contemplated hereby, including the Required Approvals.

(b) Other Documents. All other documents and instruments as Conveyor or its counsel shall deem necessary to complete the transactions contemplated hereby.

2.3 Required Approvals. Conveyee shall prepare and file, with the cooperation of Conveyor, all of the applications and forms required to be filed with the Medicare, Medicaid and Tricare programs, any commercial third-party payers, and the State of Florida or any other applicable Government Entity to give notice of, seek governmental approval, or otherwise in connection with the transactions contemplated in this Agreement, within five (5) days of Closing, and such applications shall be complete, accurate, and truthful in all respects. All such applications shall be submitted as soon as practicable following the signing of this Agreement, but in no event later than thirty (30) days thereafter. Any such approvals from Government Entities, or as otherwise contemplated in this paragraph, to complete the transactions contemplated in this Agreement shall be termed the "Required Approvals". In the event such applications are not filed for any reason other than Conveyor's failure to reasonably cooperate with the filing of the



same, this Agreement may be terminated by Conveyor upon written notice of default and termination which is not cured by Conveyee within five (5) days after receipt of notice of default and termination. The Required Approvals are not a condition precedent to Closing.

### **ARTICLE III**

#### **Representations and Warranties of Conveyor**

##### **3.1 Organization; Authority; No Breach**

(a) The Conveyor possesses all requisite authority necessary to own and operate the Acquired Interests, to carry on his businesses and to carry out the transactions contemplated by this Agreement.

3.2 Title to Personal Property. Except as otherwise disclosed to Conveyee in writing prior to the date of this Agreement, the Company leases the buildings of the Acquired Interests and property improvements on the parcel(s) of land that contains the Acquired Interests, and either owns or leases all improvements, fixtures, machinery, equipment, personal properties, vehicles, and other tangible assets used by the Conveyor in the operation of the Acquired Interests. All such leased and personal property of the Conveyor is being sold on an "as is" basis.

3.3 Brokerage. There shall be no brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement.

3.4 Authorization. Conveyor owns all the assets and liabilities of the Acquired Interests, and the Company is a company duly organized, validly existing and in good standing under the Laws of the State of Florida. Conveyor possesses all requisite power and authority necessary to own the Acquired Interests and enter into and perform the terms of this Agreement.

### **ARTICLE IV**

#### **Representations and Warranties of Conveyee**

4.1 Organization and Power. Conveyee possesses all requisite power and authority necessary to carry out the transactions contemplated by this Agreement.

##### **4.2 Authorization; No Breach.**

(a) The execution, delivery and performance of this Agreement and all other agreements or instruments contemplated hereby to which Conveyee is a party or by which Conveyee is bound have been duly authorized by all requisite action, and no other action by Conveyee is necessary to approve and authorize the execution and delivery of this Agreement and all other related agreements. This Agreement and all other agreements contemplated hereby to which Conveyee is a party, when executed and delivered by Conveyee in accordance with the terms hereof, shall each constitute a valid and binding obligation of Conveyee, enforceable in accordance with its terms, in each case subject to the effect of any applicable bankruptcy, reorganization, insolvency, or similar Laws affecting creditors' rights.

(b) Neither the execution and the delivery of this Agreement, nor the completion of the requirements of this Agreement, will (i) violate any provision of the Governing Documents of the Company, (ii) violate any Law, injunction, judgment, order, or other restriction of any Government Entity to which the Company is subject upon receipt of all Required Approvals, or (iii) conflict with, result in a

breach of, constitute a default under, result in the acceleration of, any payment or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which the Company is a party.

4.3 Brokerage. There are no claims for brokerage commissions, finders' fees or similar compensation for which Conveyee is or may become liable in connection with the transactions

contemplated by this Agreement based on any arrangement or agreement to which Conveyee is a party or to which Conveyee is subject.

## ARTICLE V Covenants of Conveyor

5.1 Access and Investigation. Prior to the Closing Date, Conveyor has and shall continue to afford Conveyee and her representatives (collectively, "Conveyee Group") full and free access, during regular business hours, to the Company's Personnel, assets, contracts, and records, (b) furnish Conveyee Group with copies of all such contracts and records as Conveyee may reasonably request, (c) furnish Conveyee Group with such additional financial, operating, and other relevant data and information as Conveyee may reasonably request, and (d) otherwise cooperate and assist, to the extent reasonably requested by Conveyee, with Conveyee's due diligence review of the business, condition (financial or otherwise), assets, results of operations, or prospects of the Company.

5.2 Operation of the Company. Prior to the Closing Date, Conveyor shall:

(a) conduct the business of the Acquired Interests only in the ordinary course of business consistent with past practices;

(b) report to Conveyee at such times as Conveyee may reasonably request concerning the status of the Company's business, condition (financial or otherwise), assets, results of operations, or prospects of the Acquired Interests; and

(c) comply with all Laws applicable to, and all applicable contracts of, the Acquired Interests.

5.3 Filings and Notifications; Cooperation; Assignment of Authority. As promptly as practicable after the date of Closing, and in any event within the applicable time period prescribed by Laws, Conveyor shall cooperate with Conveyee's efforts to submit all filings and notifications required by Laws to be made in connection with the transactions contemplated herein, as set further set forth in Section 2.3 of this Agreement. During the period subsequent to Closing, but prior to approval of all such filings and notifications, Conveyor shall grant to Conveyee the right to utilize Company's licenses, permits, authorizations, certifications and accreditations applicable to the Acquired Assets, for a period of up to ninety (90) days in order to remove Conveyor from such licenses, permits, authorizations, certifications and accreditations. Such ninety (90) days may be extended upon the mutual consent of the parties.

## ARTICLE VI Covenants of Conveyee

6.1 Filings and Notifications; Cooperation. As promptly as practicable after the date of Closing, and in any event within the applicable time period prescribed by Laws, Conveyee shall submit all filings

and notifications required by Laws to be made in connection with the transactions contemplated herein, as set further set forth in Section 2.3 of this Agreement.

## **ARTICLE VII**

### **Conveyee's Conditions to Close**

Conveyee's obligations to receive the Acquired Interests and to take the other actions required pursuant to this Agreement to be taken by Conveyee at the Closing are subject to the satisfaction, at or prior

to the Closing, of each of the following conditions (any of which may be waived in whole or in part by Conveyee):

7.1 Accuracy of Conveyor's Representations. Conveyor's representations and warranties in this Agreement will have been accurate in all material respects as of the date of this Agreement and will be accurate in all material respects as of the Closing Date as if then made.

7.2 Conveyor's Performance. The covenants and obligations that Conveyor is required to perform or to comply with pursuant to this Agreement at or prior to the Closing will have been duly performed and complied with in all material respects.

7.3 Conveyor's Closing Deliveries. Conveyor shall be prepared to execute and deliver the Conveyor's Closing Deliveries.

7.4 Permits and Licenses. Conveyee shall have submitted all necessary approvals for the assignment of existing, or received new, permits and licenses as required to own and operate the Acquired Interests (including, but not limited to, all necessary Healthcare Permits) and to conduct the Acquired Interests' business operations following the Closing Date, and without limiting the foregoing, Conveyor will have provided all information to Conveyee, and submitted all applications, to cause Conveyee to receive such approvals or new permits and licenses.

7.5 No Conflict. Neither the consummation nor the performance of the transactions contemplated herein will, directly or indirectly (with or without notice or lapse of time), contravene, conflict with, or violate, or cause Conveyee to suffer any adverse consequence under, any Law.

## **ARTICLE VIII**

### **Conveyor's Conditions to Close**

Conveyor's obligations to sell the Acquired Interests and to take the other actions required pursuant to this Agreement to be taken by Conveyor at the Closing are subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived in whole or in part by Conveyor):

8.1 Accuracy of Conveyee's Representations. Each of Conveyee's representations and warranties in this Agreement will have been accurate in all material respects as of the date of this Agreement and will be accurate in all material respects as of the Closing Date as if then made, without giving effect to any supplement to any Schedule.

8.2 Conveyee's Performance. The covenants and obligations that Conveyee is required to perform or to comply with pursuant to this Agreement at or prior to the Closing will have been duly performed and complied with in all material respects.

8.3 Conveyee's Closing Deliveries. Conveyee shall be prepared to execute and deliver the Conveyee's Closing Deliveries.

8.4 No Conflict. Neither the consummation nor the performance of the transactions contemplated herein will, directly or indirectly (with or without notice or lapse of time), contravene, conflict with, or violate, or cause Conveyer to suffer any adverse consequence under, any Law.

8.5 Lease Assignment. Conveyee shall secure either a lease assignment or new lease which terminates any lease liability of the Conveyer for the Acquired Assets.

## **ARTICLE IX**

### **Termination**

9.1 Termination Events. Subject to Section 9.2, by notice given prior to or at the Closing, this Agreement may be terminated as follows:

(a) by mutual consent of Conveyee and Conveyer;

(b) by Conveyee if a material breach of any provision of this Agreement has been committed by Conveyer which has not been promptly cured by Conveyer;

(c) by Conveyer if a material breach of any provision of this Agreement has been committed by Conveyee which has not been promptly cured by Conveyee;

(d) by Conveyee if satisfaction of any condition in Article VII by the Closing or such later date as the parties may agree upon (the "End Date") becomes impossible (other than through the failure of Conveyee to comply with its obligations under this Agreement);

(e) by Conveyer if satisfaction of any condition in Article VIII by the End Date becomes impossible (other than through the failure of Conveyer to comply with its obligations under this Agreement);

(f) by Conveyee if the Closing has not occurred on or before the End Date, unless Conveyee is in material breach of this Agreement;

(g) by Conveyer if the Closing has not occurred on or before the End Date, unless Conveyer is in material breach of this Agreement;

9.2 Effect of Termination. Each party's right of termination under Section 9.1 is in addition to any other right it may have under this Agreement or otherwise, and the exercise of a party's right of termination will not constitute an election of remedies. The termination of this Agreement will not relieve any party from any liability for any breach of this Agreement occurring prior to termination.

## ARTICLE X Indemnification

10.1 Survival of Representations and Warranties. The representations and warranties of Conveyee and Conveyor in this Agreement shall survive the Closing and terminate on the anniversary of the Closing Date (i.e., 12 months from the Closing Date).

### 10.2 General Indemnification.

(a) Indemnification Obligations of Conveyee. From and after the Closing, Conveyee and Company shall indemnify Conveyor and his agents, representatives, successors and permitted assigns (collectively, the "Conveyor Indemnified Parties") and save and hold each of them harmless against and pay on behalf of or reimburse such Conveyor Indemnified Parties as and when incurred for any Losses which any Conveyor Indemnified Party may incur, sustain or suffer as a result of, any act or omission of the Conveyee or Company, to include but not be limited to any matter relating to or arising from:

(i) any inaccuracy in or breach of any representation or warranty of Conveyee or Company under this Agreement;

(ii) the actions of the Conveyee or Company contrary to the terms of this Agreement;

(iii) any third-party claim or recoupment, retrospective reimbursement adjustment, or clawback pertaining to the Conveyor or the Company.

### (b) Procedures for Indemnification of Third Party Claims.

(i) A party or parties seeking indemnification hereunder with respect to a third party claim (the "Indemnified Party") will give the party or parties from which it seeks such indemnification (the "Indemnifying Party") prompt written notice of any legal proceeding, claim or demand instituted by any third party (in each case, a "Claim") in respect of which the Indemnified Party seeks indemnification hereunder; provided that failure to provide prompt notice shall not affect the Indemnified Party's right to indemnification, except to the extent (and only to the extent that) that the defense of that claim is materially prejudiced by such failure. The notice shall describe the nature of the Claim in reasonable detail (including a copy of the Claim, if made in writing) and shall indicate the estimated amount (if known and quantifiable) of the Loss that has been or may be sustained by the Indemnified Party.

(ii) If the Indemnifying Party provides written notice to the Indemnified Party within ten (10) days after the Indemnifying Party's receipt of written notice from the Indemnified Party of such Claim, the Indemnifying Party shall have the right, subject to the terms and conditions of this Agreement, at the Indemnifying Party's expense, to defend against, negotiate, settle or otherwise deal with such Claim and to have the Indemnified Party represented by counsel, reasonably satisfactory to the Indemnified Party, selected by the Indemnifying Party; provided, that: (i) prior to the Indemnifying Party assuming control of such defense it shall first certify to the Indemnified Party in writing that such Indemnifying Party shall be responsible for all Liabilities relating to

such claim for indemnification: (ii) the Indemnified Party may participate in any proceeding with counsel of its choice and at the Indemnified Party's expense; (iii) the Indemnifying Party may assume the defense and otherwise deal with such Claim in good faith, with counsel of its choice, and be fully indemnified therefor, at any time it believes in good faith that any Claim is, arises from or could reasonably be expected to result in a Defense Assumption Exception; (iv) the Indemnifying Party, at any time when it believes that a claim for indemnification relates to or arises in connection with any criminal or fraud-related proceeding, indictment or investigation or any Proceedings by a Government Entity, may assume the defense and otherwise deal with such Claim in good faith with counsel of its choice, and be fully indemnified therefor; (v) the Indemnifying Party may not assume the defense of any Claim if an actual conflict of interest exists between the Indemnifying Party and the Indemnified Party; and (vi) the Indemnified Party may take over the defense and prosecution of a Claim from the Indemnifying Party if the Indemnifying Party failed or is failing to diligently or vigorously prosecute or defend such Claim. Notwithstanding anything herein to the contrary, the Indemnifying Party may not cease to defend such Claim or enter into a settlement of any Claim without the written consent of the Indemnified Party, which shall be provided (or withheld, as the case may be) in the Indemnified Party's sole discretion unless such settlement provides the Indemnified Party with a full release from such Claim and requires no more than a monetary payment for which the Indemnified Party is fully indemnified by the Indemnifying Party.

(iii) If the amount of any Loss required to be paid by an Indemnifying Party shall be reduced to the extent of (i) the actual receipt of payment by the Indemnified Party via recovery, settlement or otherwise under or pursuant to any insurance coverage, or pursuant to any claim, recovery, settlement or payment by or against any other Person, and (ii) any federal, state or local Tax benefit realized by the Indemnified Party as a result of such Loss paid by the Indemnifying Party. In the event that the Indemnified Party receives such insurance benefit or Tax refund after the Loss is paid by the Indemnifying Party, the amount of such recovery, less any costs, expenses or premiums incurred or the total aggregate amount of any premium increases in connection therewith, will promptly be repaid by the Indemnified Party to the Indemnifying Party.

(c) Direct Claims. Notwithstanding anything herein to the contrary, any claim by an Indemnified Party for indemnification not involving a third party claim may be asserted by giving the Indemnifying Party written notice thereof. If the Indemnifying Party does not notify the Indemnified Party within sixty (60) calendar days following its receipt of such notice that the Indemnifying Party disputes its liability to the Indemnified Party, such claim specified by the Indemnified Party in such notice shall be conclusively deemed an immediately due and payable obligation of the Indemnifying Party hereunder.

## **ARTICLE XI**

### **Post-Closing Covenants**

11.1 General. In case at any time after the Closing any further action is necessary to carry out the purposes of this Agreement, each of the parties will take such further action (including the execution and delivery of such further instruments and documents) as any other party reasonably may request, all at the

sole cost and expense of the requesting party (unless the requesting party is entitled to indemnification therefor under Article XI), to include but not be limited to an audit of the Company for any purpose, its financial reports, and its banking statements.

## **ARTICLE XII**

### **Miscellaneous**

#### **12.1 Tax Matters.**

(a) Tax Returns. Conveyee shall prepare and file all Tax Returns for the Acquired Interests required to be filed after the Closing Date. Tax returns which include both pre-closing and post-closing tax periods shall be prepared using an interim closing of the books method for purposes of allocating income to the pre-closing and post-closing periods, and the tax returns shall be prepared on the cash basis of accounting. Conveyee shall furnish any draft Tax Returns for any pre-closing Tax period prepared by it to Conveyor for Conveyor's review and comment at least twenty (20) days prior to the due date for filing such Tax Returns. Conveyee shall accept, in its discretion, any reasonable comments made by Conveyor to Conveyee at least three (3) days prior to the due date for filing such Tax Returns.

(b) Cooperation. Conveyee and Conveyor shall cooperate fully, as and to the extent reasonably requested by the other party, in connection with the filing of Tax Returns pursuant to this Section 12.1 and any audit, litigation or other proceeding with respect to Taxes.

12.2 Fees; Expenses. Conveyee shall be responsible for all costs and expenses incurred by Conveyee in connection with the negotiation, preparation and entry into this Agreement and the consummation of the transactions contemplated hereby. Conveyor shall be responsible for all costs and expenses incurred by the Conveyor and Conveyor in connection with the negotiation, preparation and entry into this Agreement and the consummation of the transactions contemplated hereby.

12.3 Consent to Amendments; Waivers. This Agreement may be amended, or any provision of this Agreement may be waived upon the approval, in a writing, executed by Conveyee and Conveyor. No course of dealing between or among the parties hereto shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any such party under or by reason of this Agreement. A waiver by any party of any term or condition of this Agreement in any one instance shall not be deemed or construed to be a waiver of such term or condition for any other instance in the future (whether similar or dissimilar) or of any subsequent breach hereof.

12.4 Successors and Assigns. Either party may assign its rights under this Agreement upon notice to the other party. This Agreement and all covenants and agreements contained herein and rights, interests or obligations hereunder, by or on behalf of any of the parties hereto, shall bind and inure to the benefit of the respective successors and permitted assigns of the parties hereto whether so expressed or not.

12.5 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, in lieu of such illegal, invalid or unenforceable provision, there will be added by such court of competent jurisdiction as a part of this Agreement to, a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible without invalidating the remainder of such provision or the remaining provisions of this Agreement, and the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will

remain in full force and effect to the extent not held invalid or unenforceable.

12.6 Counterparts: Delivery by Facsimile or PDE. This Agreement may be executed in one or more counterparts (including by means of telecopied signature pages or signature pages delivery by electronic transmission in portable document format (pdf)), all of which taken together shall constitute one and the same instrument.

12.7 Entire Agreement. This Agreement and the agreements and documents referred to herein contain the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral, relating to such subject matter in any way.

12.8 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give any Person any legal or equitable rights hereunder, other than the parties hereto, the Conveyee Indemnified Parties (to the extent not a party hereto and to the extent necessary to enforce the Conveyer's obligations under Article VIII), the Conveyer Indemnified Parties (to the extent not a party hereto and to the extent necessary to enforce the Conveyee's obligations under Article VII), and their respective permitted successors and assigns.

12.9 Governing Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement and the Exhibits hereto shall be governed by, and construed in accordance with, the Laws of the State of Florida.

12.10 Consent to Jurisdiction. Each party to this Agreement, by its execution hereof, hereby (a) irrevocably submits, to the exclusive jurisdiction of the courts of located in Duval County, Florida for the purpose of any action, claim, cause of action or suit arising out of or based upon this Agreement or relating to the subject matter hereof.

12.11 Notices. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given when delivered personally to the recipient or when sent by facsimile or electronic mail followed by delivery by a reputable overnight courier service, or one (1) business day after being sent to the recipient by a reputable overnight courier service (charges prepaid). Such notices, demands and other communications shall be sent to Conveyee and Conveyer at the addresses indicated below or to such other address or to the attention of such other Person as the recipient party has specified by prior written notice to the sending party. All notices, demands and other communications hereunder may be given by any other means (including telecopy or electronic mail), but shall not be deemed to have been duly given unless and until it is actually received by the intended recipient.

To Conveyee: Grace Benet

ADDRESS 1079 hampstead lane Ormond Beach Florida 32174

To Conveyer: Vadim Gavrilov

ADDRESS 150 E Robinson st #3106 Orlando Florida 32801



12.12 Interpretation: Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of the authorship of any of the provisions of this Agreement.

**(Remainder of Page Intentionally Left Blank)**

10 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

CONVEYOR:

VADIM M. GAVRILOV

By: 

Vadim M. Gavrilov

CONVEYEE:

GRACE A. BENET

By: 

Grace A. Benet

CORPORATE CONSENT:

GRACE PHARMACY SOLUTIONS LLC

By: 

Vadim M. Gavrilov  
Manager

## APPENDIX A

### Definitions

For the purposes hereof, the following terms have the meanings set forth below:

**"Affiliate"** of any particular Person means any other Person controlling, controlled by or under common control with such particular Person, where **"control"** means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, by contract or otherwise.

**"Agreement"** has the meaning set forth in the preamble to this Agreement.

**"Code"** means the United States Internal Revenue Code of 1986, as amended.

**"Governing Documents"** means the legal document(s) by which any Person (other than an individual) establishes its legal existence or which govern its internal affairs. For example, the "Governing Documents" of the Conveyer would be its certificate of formation and limited liability Conveyer agreement.

**"Government Entity"** means individually, and **"Government Entities"** means collectively, any federal, state, District of Columbia, city, county, municipal, foreign, or other government and any governmental authority, political subdivision, department, commission, board, court, bureau, agency or instrumentality thereof, or any contractor or agent thereof (e.g., Medicare or Medicaid contractors including Medicare Administrative Contractors, Qualified Intermediary Contractors, Recovery Audit Contractors and Zone Program Integrity Contractors), whether domestic or foreign.

**"Indebtedness"** means any Liability that would be required to be reflected on the Conveyer's balance sheet if prepared in accordance with GAAP, whether or not contingent, including (but not limited to) (i) indebtedness for borrowed money, (ii) Liabilities evidenced by bonds, debentures, notes, or other similar instruments or debt securities, and (iii) trade payables.

"Indemnification Agreements" shall refer to the Conveyee Indemnification Agreement and the Conveyor Indemnification Agreement.

"Knowledge" of the Conveyor means all facts that are known, or that reasonably should have been known, by Conveyor.

"Knowledge" of Conveyee means all facts that are known, or that reasonably should have been known, by Conveyee.

"Law" or "Laws" means all statutes, laws, common law, codes, ordinances, regulations, rules, orders, judgments, writs, injunctions, acts or decrees, and all other provisions having the force or effect of Law, of any Government Entity.

"Liability" means any liability, debt, deficiency, interest, Tax, penalty, fine, claim, demand, judgment, cause of action, or other loss (including loss of benefit or relief), cost or expense of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, and whether due or become due and regardless of when asserted, cost or expense relating thereto.

"Licenses" means all permits, licenses, registrations, accreditations, franchises, certificates, approvals, qualifications, provider numbers, provider agreements, rights, privileges, consents, filings, and other authorizations of third parties or any Government Entity or accreditation body, and all other similar rights.

"Lien" or "Liens" means any mortgage, license, pledge, security interest, right of first refusal, option, deed of trust, charge, conditional sales contract, claim, restriction, covenant, easement, right of way, title defect, encumbrance or Lien of any nature whatsoever.

"Losses" means all losses, Liabilities, damages, diminution in value, deficiencies, costs, claims, causes of action, interest, awards, judgments, penalties and expenses, including reasonable attorneys', consultants' and experts' fees and expenses and any such expenses incurred in connection with successfully enforcing their rights to indemnification hereunder, and all amounts paid in investigation, defense or settlement or any of the foregoing, whether or not arising out of third party claims.

"Person" means an individual, a partnership, a corporation, a limited liability Conveyor, an association, a joint stock Conveyor, a trust, a joint venture, an unincorporated organization and a Government Entity or any department, agency or political subdivision thereof.

"Tax" or "Taxes" means any federal, state, local or foreign income, gross receipts, franchise, profits, capital gains, capital stock, transfer, sales, use, occupation, real property, Personal property, escheat or unclaimed property, premium, excise, estimated, severance, windfall profits, stamp, stamp duty reserve, license, payroll, withholding, ad valorem, value added, alternative minimum, environmental, customs, social security (or similar), employment, employer health, unemployment, disability, registration and other Taxes, assessments, charges, duties, fees, levies or other similar governmental charges of any kind whatsoever or denominated in any name whatsoever, whether disputed or not, together with all estimated Taxes, deficiency assessments, additions to Tax, penalties and interest.

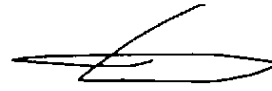
"Tax Return" means any return, declaration, information report, claim for refund, statement or filing with respect to Taxes, including any schedules, supplements or attachments thereto and including any amendment thereof.

**BILL OF SALE**

FOR VALUE RECEIVED, the receipt and sufficiency of which are hereby acknowledged, VADIM M. GAVRILOV (the "Conveyor") hereby conveys, assigns, and transfers unto GRACE A. BENET (the "Conveyee"), fifty percent (50%) of the membership interests of GRACE PHARMACY SOLUTIONS LLC, a Florida limited liability company (the "Company").

Dated effective as of June 3, 2023.

**CONVEYOR:**

A handwritten signature in black ink, appearing to be 'V. Gavrilov', is written over a horizontal line.

Vadim M. Gavrilov, Manager

Grace Pharmacy Solutions LLC

To whom it may concern.

Once the buyout agreement is fully executed grace benet will be the sole beneficiary and have full access to all Grace Pharmacy bank accounts including.

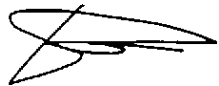
CHASE

827305977  
386613233  
3926381550 (Savings)

Bank of America

898130321188  
898135947596  
898130321201 (Savings)

Furthermore Vadim Gavrilov has not signed for any new loans for the business during his ownership of Grace Pharmacy.



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Vadim Gavrilov

06-03-23

---

Date

**TEXAS ORDINARY CERTIFICATE OF ACKNOWLEDGMENT**

Civil Practice & Remedies Code § 121.007

The State of Texas

County of HARRIS



Place Notary Seal and/or Stamp Above

Before me.

Lashondra Gant, NOTARY PUBLIC

*Name and Character of Notarizing Officer,  
e.g., "John Smith, Notary Public"*

on this day personally appeared

GRACE ANN BENET, VADIM GAVRILOV

*Name of Signer*

- ☐ known to me  
☐ proved to me on the oath of

*Name of Credible Witness*

X I proved to me through \_\_\_\_\_

DRIVERS LICENSE

*Description of Identity Card or Document*

to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this

03 JUNE 2023

*Day Month Year*

[Signature]  
*Signature of Notarizing Officer*

**OPTIONAL**

*Completing this information can deter alteration of the document or  
fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: MEMBERSHIP INTEREST CONVEYANCE AGREEMENT

Document Date: 06/03/2023 Number of Pages: 15

Signer(s) Other Than Named Above: \_\_\_\_\_