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(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

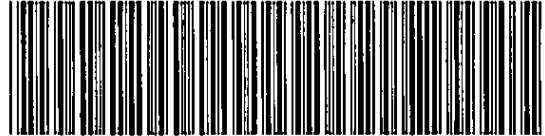
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Dasso 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:

Ellie Avshalom Abraham

Name of Person

Firm/Company

3505 S. Ocean Dr.

Address

Hollywood, FL 33019

City/State and Zip Code

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

For further information concerning this matter, please call:

Kathryn E. Easa c/o Ellie Abraham

Name of Person

at (616) 403-4277

Area Code

Daytime Telephone Number

Advisor to Ellie Avshalom Abraham

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**

Dasso 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 January 22, 2020 and assigned Florida document number L20000028660.

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:

New Registered Office Address:

Enter Florida street address

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	Ellie Avshalom Abraham	425 Neptune Avenue , Apt 22D	<input checked="" type="checkbox"/> Add
		Brooklyn NY 11224	<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
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D. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

Please add Ellie Avshalom Abraham as an "AMBR" to Dasso LLC along side of
Olga Samolovich as the registered agent. These individuals are each 50 % owners and therefore
Abraham's involvement should be reflected on Sunbiz. The contract depicting this is attached.

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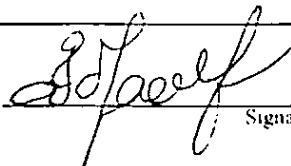
E. Effective date, if other than the date of filing: _____ **(optional)**

(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)

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.

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of: (b) The 90th day after the record is filed.

Dated _____



Signature of a member or authorized representative of a member

11/6/20

Ellie Avshalom Abraham

Typed or printed name of signee

Filing Fee: \$25.00

Business Sale Agreement State of Florida

This Business Sale Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of the date set forth at the end of this document by and between the following parties: DASSO LLC, incorporated under the laws of the state of Florida, who will hereinafter be referred to as "Seller" having a primary address at the following: 930 Johnson St Hollywood FL 33019, and Ellie Avshalom Abraham, who will hereinafter be referred to as "Buyer." Seller and Buyer may be referred to individually as "Party" and collectively as the "Parties."

WHEREAS, Seller owns and runs a business, the name of which is as follows:
DASSO LLC dba SAMOVAR RESTAURANT

WHEREAS, Seller's business is organized and primarily operated in the following state: Florida;

WHEREAS, Seller is willing to sell, and Buyer is willing to purchase, the Business based on the terms and conditions stated herein;

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (3 months rental payment on or before October 15, 2020), the Parties do hereby agree as follows:

Article 1 - SALE:

Seller hereby agrees to partially sell the Business to Buyer and Buyer hereby agrees to purchase the Business from Seller subject to the terms and conditions of this Agreement and in reliance on the representations and warranties contained herein.

Article 2 - PURCHASE PRICE:

The purchase price of the Business ("Purchase Price") shall be expressed as a sale of the Assets of the business in the amount of 3 monthly rent payments. The Purchase Price shall not be assessed as a price per Asset and shall, instead, be assessed as an overall purchase price for a buyout of all of the Assets.

The Parties agree to accurately and diligently file any and all required documentation under the Internal Revenue Code and shall keep to the agreed-upon allocation of the Purchase Price.

- a) Buyer will pay the Purchase Price to Seller on the Closing Date as follows: 3 months' rent payments
- b) Buyer will be responsible for any and all taxes which may apply to Buyer's acquisition of the Assets and the Business

Article 3 - SELLER'S COVENANTS:

Seller hereby represents and warrants the following:

- a) Seller has the organizational and legal authority to enter into this Agreement and complete each and all of Seller's obligations hereunder.

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- b) The Business is up-to-date with all registrations, filings, and other required legal documents for its valid existence and continued operations.
- c) The sale of the Business will not impact any pre-existing creditor.
- d) The Business does not owe any outstanding amounts to the Internal Revenue Service as a result of back taxes or any other penalty and is up-to-date with all taxes owed to the United States Internal Revenue Service or any other governmental entity, domestic or foreign.
- e) The Business is a legal entity in the United States.
- f) The Seller or other authorized entities will not make any changes to the current staffing structure of the Business, including hiring or firing employees, changing employee roles, or changing salary or benefit amounts, prior to the closing Date.
- h) The Business is up-to-date for all payments on required or reasonable insurance policies.
- i) The Business is not infringing upon any third party's intellectual property. Any trademarks, service marks, trade names, copyrights, or patents used by the Business are the legal and exclusive property of the Business. Any registered trademarks, service marks, trade names, copyrights, or patents are registered with the appropriate offices of the United States government. There are no infringement claims against the Business, as far as the Business is currently aware.
- D) Any intellectual property not owned by the Business has been duly and legally licensed to the Business and the sale of the Business will not impact the validity of any license.
- k) The Seller is the sole and exclusive owner of all of the Assets of the Business and there are no encumbrances of any kind that would prevent Seller from the sale of Assets.

The Seller hereby expressly acknowledges that the Buyer is relying on each of these representations and warranties to enter into this Agreement.

Article 4 - BUYER'S COVENANTS:

Buyer hereby represents and warrants the following:

- a) Buyer has the organizational and legal authority to enter into this Agreement and complete each and all of Buyer's obligations hereunder.
- b) Buyer is able to pay the Purchase Price and any and all other expenses related to this Agreement
- c) The purchase of the Business will not impact any pre-existing creditor.
- d) Buyer has no express knowledge or reason to believe any of Seller's representations are false.

The Buyer hereby expressly acknowledges that the Seller is relying on each of these representations and warranties to enter into this Agreement. The representations and warranties given here are the only covenants Buyer makes and expressly disclaims any other warranty, whether express or implied.

If any third parties are also involved in the claim and Seller is able to recover any amount from them, the amount of claim against the Buyer shall be reduced by the amount Seller received from the third party.

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Article 5 - CONDITIONS PRECEDENT:

a) Conditions precedent to be performed by Seller: Seller hereby acknowledges and agrees that Buyer's obligation to complete the purchase of the Business, as well as to perform all other obligations hereunder is subject to the satisfaction of the following conditions by Seller, before the closing Date:

1) All warranties, representations, or other acknowledgments made in this Agreement will be entirely accurate and true in every respect on the Closing Date. Seller will ensure all paperwork required for the sale of the Business and execution of this Agreement, including documents, forms, registrations, assignments, authorizations or other, will be duly completed. Seller will have all paperwork for the sale of Business duly executed.

Seller will provide Buyer with any and all information required so that Buyer may step into the shoes of the Seller for the proper operation of the Business.

Seller will obtain all necessary consents required, under any existing contracts or otherwise, for Buyer's continued operation of the Business.

b) Conditions precedent to be performed by Buyer: Buyer hereby acknowledges and agrees that Seller's obligation to complete the purchase of the Business, as well as to perform all other obligations hereunder, is subject to the satisfaction of the following conditions by Buyer, before the closing Date: October 15, 2020

Article 6 - BUYER ACCESS:

Buyer may request access to Seller's Business documents prior to the Closing Date, including staffing documents, financial documents, marketing documents, or others. Seller shall allow Buyer or any of Buyer's agents to inspect any such documents at a reasonable time and place.

Article 7- EMPLOYEES

Buyer hereby agrees to maintain the employment status of each employee of the Business, including, but not limited to, title, salary, and leave benefits, among others. As such, Seller hereby acknowledges and agrees that Seller has maintained full and accurate records for all employees of the Business ("Employees") and that other than has been expressly disclosed to the Buyer, the Business owes no payment or compensation obligation to any Employee.

Article 8 - BUSINESS DEBTS:

All day-to-day business debts, such as those owed to ongoing suppliers, shall be responsibility of the Seller and Buyer from October 15, 2020. Any debts accumulated before October 15, 2020 should be Seller's responsibility.

Article 9 - CONTRACTS:

All existing contracts that the Business has with any third parties, including clients, customers, suppliers, agents, or others as applicable, that may legally be assigned through the purchase of the Business, are hereby assigned this Agreement shall not, however, assign or be construed to assign any third party contract if such assignment would be a breach of that contract.

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After the Closing Date, Seller shall have no further responsibility with respect to the assigned contracts.

Article 10 - INCOME & EXPENSES: 50/50 BETWEEN BUYER & SELLER

Parties agree to equally split and be responsible for all the business expenses or costs relating to or in connection with anything in this Agreement. same as income must be equally divided between Seller and Buyer starting from October 15, 2020.

Article 11 - GOOD FAITH OPERATION

The Seller hereby agrees to continue to operate the Business in good faith, and to preserve, protect, and enhance the goodwill of the Business up to and including the closing Date.

Article 12 - CONFIDENTIAL INFORMATION:

All parties to this Agreement hereby covenant and agree not to release or otherwise disclose any Trade Secret or Confidential Information, as hereinafter defined, throughout the duration of this Agreement and for Trade Secret Information, forever thereafter. Trade Secret Information includes, but is not limited to, any recipes, process, method, pattern, design, or other information that is not known or reasonably ascertainable by the public, consumers, or competitors through which, and because of such secrecy, an economic or commercial advantage can be achieved. Confidential Information shall be defined as any information which is confidential and commercially valuable to the Corporation. Confidential Information may be in the form of documents, techniques, methods, practices, tools, specifications, inventions, patents, trademarks, copyrights, equipment, algorithms, models, samples, software, drawings, sketches, plans, programs or other oral or written knowledge and/or secrets and may pertain to, but is not limited to, the fields of research and development, forecasting, marketing, personnel, customers, suppliers, intellectual property and/or finance or any other information which is confidential and commercially valuable to the Corporation. Confidential Information shall not mean any information which:

a) is known or available to the public at the time of disclosure or became known or available after.

Article 13 - GENERAL PROVISIONS:

- a) **GOVERNING LAW:** This Agreement shall be governed in all respects by the laws of the state of Florida and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of Florida. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.
- b) **LANGUAGE:** All communications made or notices given pursuant to this Agreement shall be in the English language.
- c) **ASSIGNMENT:** This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.
- d) **AMENDMENTS:** This Agreement may only be amended in writing signed by both parties.

e) NO WAIVER: None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

f) SEVERABILITY: If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

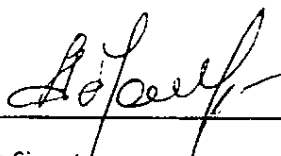
3) PUBLIC ANNOUNCEMENT: Neither Party will make any public announcement or disclosure about the existence of this Agreement or any of the terms herein without the prior written approval of the other Party

h) ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

1) HEADINGS: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

1) COUNTERPARTS: This Agreement may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that both parties have signed the agreement, which may be the later date.

k) FORCE MAJEURE: Seller is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.



Buyers Signature

ELLIE ABRAHAM

Buyers Name

10/15/2020 Date



Sellers Signature

Olga Samoilovich

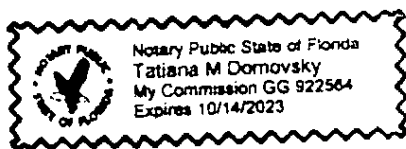
Sellers Name

10/15/2020 Date

STATE OF FLORIDA

COUNTY OF DADE

The foregoing instrument was acknowledged before me this 15th day of
OCTOBER 2020, by Olga Samoilovich & Ellie Avshalom Abraham



[Signature]

Signature of Notary Public

Print, Type/Stamp Name of Notary

Personally known: _____ OR Produced Identification: X Type of
Identification Produced: PASSPORTS

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Universal Investigations Agency, Inc

November 6, 2020

Re: Articles of Amendment to Articles of Organization of Dasso LLC

Sent Via USPS Certified Mail

To Whom This Concerns:

Enclosed please find, Articles of Amendment to Articles of Organization of Dasso LLC together with the Business Sale Agreement State of Florida for Dasso LLC for your reference.

This Amendment Is being filed by Universal Investigations Agency, Inc., on behalf of Ellie Avshalom Abraham, 425 Neptune Avenue, Apt 22D, Brooklyn NY 11224, 50% owner of Dasso LLC.

As stated in the enclosed form, please add Ellie Avshalom as an "AMBR."

If you should have any questions, please do not hesitate to contact me by phone and/or email.

Sincerely,

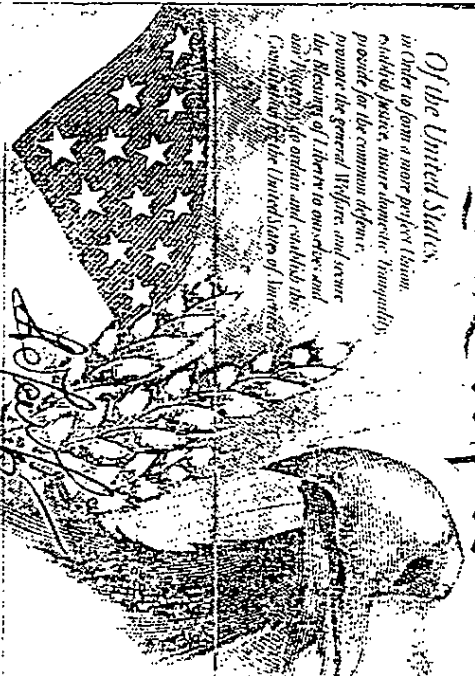
Kathryn E. Easa
3505 S. Ocean Dr.
Hollywood, FL 33019
Phone: 616.403.4277
Email: kateeasa@gmail.com

Enclosures

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in order to form a more perfect Union, establish Justice, insure domestic Tranquillity, provide for the common defence,



SIGNATURE OF BEARER / SIGNATURE / EDU. TITULAIRE / FIRMA DEL TITULAR

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UNITED STATES OF AMERICA

Type / Typm / Тип
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Order / Заказ . Passport No. / Номер Паспорта
572411013

Samuel / 1901
ABRAHAM

Given Name / P/Name / ID No.
ELLIE AVSHALOM

Rationality / Rationalité / Rationalidad
 UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento
10 Aug 1964

REPUBLIC OF ARMENIA / ՀԱՅԱՍՏԱՆԻ ՀԱՆՐԱՊԵՏՈՒԹՅՈՒՆ

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