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S. YOUNG

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S. YOUNG

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: XVERUM LLC

Name of Limited Liability Company

Dear Sir or Madam:

The enclosed Articles of Interest Exchange and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Yuval Kotzer

Name of Person

XVERUM LLC

Firm/Company

2801 Greene Street, Suite 2

Address

Hollywood, FL 33020

City/State and Zip Code

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

For further information concerning this matter, please call:

Yuval Kotzer

at (954) 665-7442

Name of Person Area Code Daytime Telephone Number

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

Important Notice: Pursuant to s. 605.0212 (11), F.S., as a condition of an interest exchange between a limited liability company and another entity under s. 605.1031, the limited liability company and each other entity that is a party to the interest exchange which exists under the laws of this state, and each party to the interest exchange which exists under the laws of another jurisdiction and has a certificate of authority to transact business or conduct its affairs in this state, must be active and current in filing its annual reports in the records of the department through December 31 of the calendar year in which the articles of interest exchange are submitted to the department for filing.

ARTICLES OF INTEREST EXCHANGE

Pursuant to section 605.1035, Florida Statutes, I hereby submit the following Articles of Interest Exchange:

FIRST: The name of the acquired limited liability company is: M.R. LITVENKO HOLDINGS LTD

The document number of the acquired entity is: N/A

SECOND: The name of the acquiring entity is: A.N.N.A DATA LTD.

The jurisdiction of formation of the acquiring entity is: TEL-AVIV, ISRAEL

If applicable, the document number of the acquiring entity is: N/A

The acquiring entity is a: LTD
(entity type: corp, llc, lp etc.)

THIRD: The plan of interest exchange was approved by the acquired limited liability entity in accordance with the provisions of ss. 605.1031-605.1036 and by each member of such limited liability company who, as a result of the interest exchange, will have interest holder liability under s. 605.1033(1)(b) and whose approval is required.

FOURTH: The amendments, if any, to the acquired limited liability company's public organic record approved as part of the plan of interest exchange are attached.

(Check One)

FIFTH: ☒ The plan of interest exchange was approved by each acquiring entity that is a party to the interest exchange in accordance with the organic laws in its jurisdiction of formation, or
☐ The plan of interest exchange approval was not required

SIXTH: The acquiring entity has agreed to pay to any members of the acquired entity with appraisal rights the amount to which such members are entitled under ss. 605.1006 and 605.1061-605.1072.

SEVENTH: The effective date of the interest exchange, if the effective date of the interest exchange is not the same as the date of filing of the articles of interest exchange, subject to the limitations in s. 605.0207 is
09.09.2020

(Effective date cannot be prior to the date of filing or more than 90 days after the date of filing)

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.

M.R. LITVENKO HOLDINGS LTD
I.D. 515914299
Signature of Authorized person-Acquired LLC
A.N.N.A DATA LTD
I.D. 526235124
Signature of Authorized person- Acquiring Entity

MIKHAEL BALIN
Typed or printed name of signature
MIKHAEL BALIN
Typed or printed name of signature

Filing Fee: \$25.00
Certified copy: \$30.00 (optional)

ASSIGNMENT AND ASSUMPTION OF MEMBERSHIP INTERESTS

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is entered into as of September 9, 2020, by and between M.R. Litvenko Holdings, Ltd d/b/a Xverum, a private company organized under the laws of the State of Israel ("Assignor"), and A.N.N.A. Data Ltd, a private company organized under the laws of the State of Israel ("Assignee").

WHEREAS, Assignor is the owner of one hundred percent (100%) of the membership interests in Xverum LLC, a Florida limited liability company ("Company"); and

WHEREAS, Assignor desires to assign, transfer and sell to Assignee its one hundred percent (100%) membership interest in the Company, together with all other interest of Assignor in and to the Company (collectively, the "Assigned Interest").

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

1. Assignment. Assignor hereby assigns and transfers to Assignee all of the Assignor's right, title and interest in and to the Assigned Interest, including all voting, consent and financial rights now or hereafter existing and associated with ownership of the Assigned Interest.
2. Approval. Assignor and Assignee acknowledge that this assignment of Assignor's Assigned Interest is permitted by Section 8 of the Company's operating agreement such that no further action will be required to effect this assignment after its execution by Assignor and Assignee.
3. Acceptance by Assignee. Assignee: (a) accepts the assignment of all of Assignor's right, title and interest in and to the Assigned Interest; and (b) agrees to be bound by all of the terms, covenants and conditions of this Agreement and of the operating agreement of the Company, as the same may be amended by Assignee to reflect the assignment contained herein.
4. Further Assurances. Assignor shall promptly execute and deliver to Assignee any additional instrument or other document which Assignee reasonably requests to evidence or better effect the assignment contained herein.
5. Heirs, Successors, and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.
6. Governing Law. This Agreement and all other instruments referred to herein shall be governed by, and shall be construed according to, the laws of the State of Florida, without regard to conflict of law rules.
7. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument.
8. Amendments and Modifications. This Agreement may not be modified or amended in any manner other than by a written agreement signed by the party to be charged.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

ASSIGNOR:

M.R. LITVENKO HOLDINGS LTD

M.R. LITVENKO HOLDINGS LTD
515914299

By: _____

Name: Michael Galin

Title: CEO

ASSIGNEE:

A.N.N.A. DATA LTD

א.נ.נ.א. דאטא בע"מ
A.N.N.A. Data LTD
516235124 .ס.נ

By: _____

Name: Michael Galin

Title: CEO

M.R. LITVENKO HOLDINGS LTD.

Company No. 515914299

(the "Company")

UNANIMOUS WRITTEN CONSENT OF THE SHAREHOLDERS OF THE COMPANY DATED 31 DAY OF AUGUST 2020

The undersigned, the sole shareholders of the Company, acting by unanimous written resolution pursuant to Section 76 of the Companies Law, 5759-1999, do hereby consent in writing as follows:

1. ASSET PURCHASE AGREEMENT

IT IS HEREBY RESOLVED, to authorize and approve the execution and performance by the Company of the that certain Asset Purchase Agreement to be entered into by and between the Company and the Purchaser (as defined in the Asset Purchase Agreement), in the form attached hereto as **Exhibit A** (the "**Agreement**"), and all ancillary agreements, certificates or other instruments and transactions ancillary to, contemplated by or associated therewith.

All capitalized terms otherwise not defined herein shall have the meaning ascribed thereto in the Agreement.

2. OMNIBUS

IT IS HEREBY RESOLVED, to authorize the Company's director to sign, execute and perform on behalf of the Company all approvals and actions, together with such changes, additions or deletions as shall be deemed necessary or advisable, and, without derogating from the generality of the foregoing, to prepare, execute and perform any document, undertaking or further assurances to be executed and delivered by the Company in connection with the above, and to take or cause to be taken any and all such further actions and to make such filings, in the name and on behalf of the Company, all as shall be determined necessary, desirable or advisable to complete the foregoing transactions or to carry out the foregoing resolution.

IN WITNESS WHEREOF, this consent has been executed effective as of the date hereof.

M.R. LITVENKO HOLDINGS LTD
515914299
MILAN BATLIN

M.R. LITVENKO HOLDINGS LTD.

Company No. 515914299

(the "Company")

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS DATED 31 DAY OF AUGUST 2020

The undersigned, the sole member of the Board of Directors of the Company (the "Board"), acting by unanimous written resolution in lieu of a meeting of the Board, in accordance with the Company's articles of association (the "Articles"), does hereby resolve in writing as follows:

1. **CONVENE GENERAL MEETING**

IT IS HEREBY RESOLVED, to convene a general meeting of the shareholders of the Company and to bring the resolutions herein before the shareholders for their consideration and approval.

2. **ASSET PURCHASE AGREEMENT**

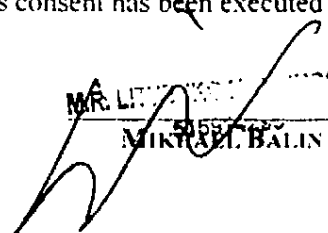
IT IS HEREBY RESOLVED, to authorize and approve the execution and performance by the Company of the that certain Asset Purchase Agreement to be entered into by and between the Company and the Purchaser (as defined in the Asset Purchase Agreement), in the form attached hereto as **Exhibit A** (the "Agreement"), and all ancillary agreements, certificates or other instruments and transactions ancillary to, contemplated by or associated therewith.

All capitalized terms otherwise not defined herein shall have the meaning ascribed thereto in the Agreement.

3. **OMNIBUS**

IT IS HEREBY RESOLVED, to authorize the Company's director to sign, execute and perform on behalf of the Company all approvals and actions, together with such changes, additions or deletions as shall be deemed necessary or advisable, and, without derogating from the generality of the foregoing, to prepare, execute and perform any document, undertaking or further assurances to be executed and delivered by the Company in connection with the above, and to take or cause to be taken any and all such further actions and to make such filings, in the name and on behalf of the Company, all as shall be determined necessary, desirable or advisable to complete the foregoing transactions or to carry out the foregoing resolution.

IN WITNESS WHEREOF, this consent has been executed effective as of the date hereof.


MR. LITVENKO HOLDINGS LTD
515914299
MIKHAEL BALIN

A.N.N.A DATA LTD.

Company No. 516235124

(the "Company")

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS DATED 31 DAY OF AUGUST 2020

The undersigned, the sole member of the Board of Directors of the Company (the "Board"), acting by unanimous written resolution in lieu of a meeting of the Board, in accordance with the Company's articles of association, do hereby resolve in writing as follows:

1. CONVENE GENERAL MEETING

IT IS HEREBY RESOLVED, to convene a general meeting of the shareholders of the Company and to bring the resolutions herein before the shareholders for their consideration and approval.

2. ASSET PURCHASE AGREEMENT

IT IS HEREBY RESOLVED, to authorize and approve the execution and performance by the Company of the that certain Asset Purchase Agreement to be entered into by and between the Company and the Seller (as defined in the Asset Purchase Agreement), in the form attached hereto as **Exhibit A** (the "Agreement"), and all ancillary agreements, certificates or other instruments and transactions ancillary to, contemplated by or associated therewith.

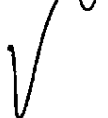
All capitalized terms otherwise not defined herein shall have the meaning ascribed thereto in the Agreement.

3. OMNIBUS

IT IS HEREBY RESOLVED, to authorize the Company's director to sign, execute and perform on behalf of the Company all approvals and actions, together with such changes, additions or deletions as shall be deemed necessary or advisable, and, without derogating from the generality of the foregoing, to prepare, execute and perform any document, undertaking or further assurances to be executed and delivered by the Company in connection with the above, and to take or cause to be taken any and all such further actions and to make such filings, in the name and on behalf of the Company, all as shall be determined necessary, desirable or advisable to complete the foregoing transactions or to carry out the foregoing resolution.

IN WITNESS WHEREOF, this consent has been executed effective as of the date hereof.

א.נ.נ.א דאטה בע"מ
A.N.N.A/Data LTD
516235124, פ.ח
MICHAEL BALIN



A.N.N.A DATA LTD.

Company No. 516235124

(the "Company")

UNANIMOUS WRITTEN CONSENT OF THE SHAREHOLDERS OF THE COMPANY DATED 31 DAY OF AUGUST 2020

The undersigned, the sole shareholders of the Company, acting by unanimous written resolution pursuant to Section 76 of the Companies Law, 5759-1999, do hereby consent in writing as follows:

1. ASSET PURCHASE AGREEMENT

IT IS HEREBY RESOLVED, to authorize and approve the execution and performance by the Company of the that certain Asset Purchase Agreement to be entered into by and between the Company and the Seller (as defined in the Agreement), in the form attached hereto as **Exhibit A** (the "**Agreement**"), and all ancillary agreements, certificates or other instruments and transactions ancillary to, contemplated by or associated therewith.

All capitalized terms otherwise not defined herein shall have the meaning ascribed thereto in the Agreement.

2. OMNIBUS

IT IS HEREBY RESOLVED, to authorize the Company's director to sign, execute and perform on behalf of the Company all approvals and actions, together with such changes, additions or deletions as shall be deemed necessary or advisable, and, without derogating from the generality of the foregoing, to prepare, execute and perform any document, undertaking or further assurances to be executed and delivered by the Company in connection with the above, and to take or cause to be taken any and all such further actions and to make such filings, in the name and on behalf of the Company, all as shall be determined necessary, desirable or advisable to complete the foregoing transactions or to carry out the foregoing resolution.

IN WITNESS WHEREOF, this consent has been executed effective as of the date hereof.


YOLIK.NET LTD.
516235124
YOLIK.NET LTD.

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "**Agreement**"), is being made and entered into as of 31 August 2020 (the "**Effective Date**") by and between A.N.N.A. Data Ltd., a company incorporated under the laws of the State of Israel, company number 516235124 (the "**Purchaser**"), and M.R. Litvenko Holdings Ltd., a company incorporated under the laws of the State of Israel, company number 515914299 (the "**Seller**").

- WHEREAS,** The Seller has recently incorporated, and is the sole shareholder of, a US subsidiary incorporated in the State of Florida, USA, under the name Xverum LLC (the "**Subsidiary**"); and
- WHEREAS,** at the time of the Subsidiary's incorporation, the holding structure of the Seller and its affiliates had not yet been formed; and
- WHEREAS,** Currently, there is no significant activity in the Subsidiary; and
- WHEREAS,** the Seller incorporated the Subsidiary for and on behalf of the Purchaser, and as such, the Purchaser desires to purchase and receive from the Seller all rights, title and interest of the Seller in the Subsidiary, including the Seller's entire shareholdings therein (the "**Purchased Assets**"), and the Seller agrees to sell and transfer the Purchased Assets to the Purchaser, all with effect as of the Effective Date and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Purchaser and the Seller (each a "**Party**" and collectively the "**Parties**") hereby agree as follows:

1. INTERPRETATION

- 1.1. The recitals hereto form are an integral part of this Agreement.
- 1.2. The headings of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

2. SALE AND TRANSFER OF PURCHASED ASSETS

- 2.1. Subject to the terms and conditions of this Agreement and with effect as of the Effective Date, the Seller hereby sells, transfers, conveys and assign to the Purchaser all of its rights, title and interest in the Purchased Assets free and clear of any and all liens, security interests, indentures, pledges, charges, encumbrances or other third party rights ("**Free and Clear**"), and the Purchaser hereby purchases, accepts, assumes and receives from the Seller the same.

3. CONSIDERATION

- 3.1. In consideration for the sale, transfer, conveyance and assignment of the Purchased Assets by the Seller to the Purchaser, the Purchaser shall pay the Seller NIS 1 (the "**Consideration**") equal to the net book value of the Purchased Assets in the seller books, and all on the terms and conditions set forth herein.
- 3.2. The Consideration shall be paid by the Purchaser to the Seller by way of wire transfers to a bank account designated by the Seller.

4. CLOSING

- 4.1. The closing of the sale, transfer, conveyance and assignment of the Purchased Assets to the Purchaser (the "Closing") shall occur simultaneously with signing of this Agreement. Accordingly at the Effective Date:
 - 4.1.1. The Purchaser shall deliver to the Seller:
 - 4.1.1.1. a duly executed resolution of Purchaser's board of directors, approving the Purchaser's entry into this Agreement;
 - 4.1.1.2. a duly executed share transfer deed for the transfer of the shares of the Subsidiary;
 - 4.1.1.3. the Consideration to the Seller's bank account.
 - 4.1.2. The Seller shall deliver to the Purchaser:
 - 4.1.2.1. a duly executed resolution of Seller's board of directors, approving the Seller's entry into this Agreement;
 - 4.1.2.2. a duly executed share transfer deed for the transfer of the shares of the Subsidiary;
 - 4.1.2.3. all of the Purchased Assets, Free and Clear.
- 4.2. Following the Closing, and to the extent requested by the Purchaser in writing, the Seller shall promptly execute any deeds of assignment and/or instruments of transfer, reasonably necessary to document the transfer of the Purchased Assets from the Seller to the Purchaser and vest in the Purchaser good, valid and marketable title thereto.

5. TAXES

- 5.1. The Purchaser shall deduct and withhold from the Consideration such amounts as the Purchaser is required to deduct or withhold under law.
- 5.2. The Seller shall bear any taxes which according to applicable law should be borne by a seller in connection with the sale of the Purchased Assets and the transactions contemplated hereunder, and the Purchaser shall bear any taxes which according to applicable law should be borne by a purchaser in connection with the purchase of the Purchased Assets and the transactions contemplated hereunder. Without derogating from the foregoing, no Party will have any liability whatsoever for any taxes of any kind or nature, to be borne by the other Party pursuant to applicable law, whether due, arising or payable prior to, at, or following the Effective Date.

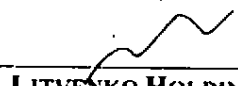
6. MISCELLANEOUS

- 6.1. In no event shall any Party be liable to the other for any consequential, punitive, indirect loss or damages, including loss of profits arising under or in connection with this Agreement.
- 6.2. Each of the Parties shall take such actions, including the execution and delivery of further instruments, as may be necessary to give full effect to the provisions of this Agreement and to the intent of the Parties, including without limitation the proper assignment of the Purchased Assets.
- 6.3. This Agreement constitutes the full and entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements.

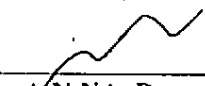
understandings and negotiations, both written and oral, between the Parties with respect to the subject matter hereof.

- 6.4. Any provision hereof which is found to be invalid, illegal or unenforceable under any applicable provision of the laws of Israel or with respect thereto, shall be amended to the extent required to render it valid, legal and enforceable under such laws (or deleted if no such amendment is feasible), and such amendment or deletion shall not affect the enforceability of the other provisions hereof.
- 6.5. Any provisions of this Agreement may only be amended or waived in writing and signed by both Parties. No failure or delay by either Party in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right.
- 6.6. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- 6.7. Any notice required or permitted hereunder shall be in writing and shall be delivered by courier, registered mail or confirmed facsimile to the relevant Parties hereto at the respective addresses set forth above (as may be changed by each of the Parties from time to time, provided that a notice of such change was provided to the other Party). Any notice shall operate and be deemed to have been served on the next business day after transmission by email, 3 business days after the date of delivery by registered mail or the next business days after delivery by courier.
- 6.8. This Agreement shall be governed by and construed in accordance with the laws of the the State of Israel. All disputes arising out of this contract shall be subject to the exclusive jurisdiction of the competent courts of Tel Aviv, Israel.
- 6.9. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date first hereinabove set forth.


M.R. LITVENKO HOLDINGS LTD.

By: Michael Balin
Title: Owner


A.N.N.A. DATA LTD.

By: Michael Balin
Title: CEO