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# **COVER LETTER**

TO: Registrat			
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Division	of Corporations		
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SUBJECT:	Indian Di	of Limited Liability Company	
- <del></del>	Name	115hing	House LLC
	Name (	of Limited Liability Company	
The enclosed Artici	es of Amendment and fec(s) ar		
	and tec(s) ar	e submitted for filing.	
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	\$	actor to the following:	
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For further information  Tulio P  Name		City/State and Zip Code  Shirshinghovs & 9 M.: (to be used for future annual report not call:  at (32) 59/-  Area Code Daytime	
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Mailing Address Registration S Division of Co P.O. Box 6327	of Person  the following amount:  S30.00 Filing Fee & Certificate of Status  E: ection Orporations	at (32/ 59/- Area Code Daytime  S55.00 Filing Fee & Certified Copy (additional copy is enclosed)  Street Address: Registration Section Division of Corner	2-656 c Telephone Number  \$60.00 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed)
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Mailing Address Registration S Division of Co P.O. Box 6327	of Person  the following amount:  S30.00 Filing Fee & Certificate of Status  E: ection Orporations	at (32/ 59/- Area Code Daytime  S55.00 Filing Fee & Certified Copy (additional copy is enclosed)  Street Address: Registration Section Division of Corner	2-6-56 c Telephone Number  \$60.00 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed)  fon orations lahassee

## ARTICLES OF AMENDMENT TO ARTICLES OF ORGANIZATION OF

Tndian (2. Ve / (Name of the Limited Liability (A Florida L	Company as it now app imited Liability Company	Hovse, La	2
The Articles of Organization for this Limited Liability Cor Florida document number <u>L 23 0007-8 0 5 0</u>	mpany were filed on . 99	Jun- 12	and assigned
This amendment is submitted to amend the following:			
A. If amending name, enter the new name of the limite	ed liability company	here:	
The new name must be distinguishable and contain the words "Limite	ed Liability Company," th	ne designation "LLC"	or the abbreviation "L.L.C."
Enter new principal offices address, if applicable:			
(Principal office address MUST BE A STREET ADDRE	<u> </u>		
Enter new mailing address, if applicable: (Mailing address MAY BE A POST OFFICE BOX)			7023 OCT -
B. If amending the registered agent and/or registered agent and/or the new registered office address here:	office address on ou	r records, <u>enter tl</u>	he name of the new registers
Name of New Registered Agent:			
New Registered Office Address:	Enter i	Florida street address	
		, Flor	rida
N. D. C. A. A. C.	City		гір Соағ
New Registered Agent's Signature, if changing Registered			

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 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>	Address	Type of Action
AMBR	Julio Payan	Sebastian, FL 32958	□Add
	U	Sebastian, FL 32958	Denove
_			□Change
MGR	Julio Pagan	645 BIUSH Foot DI. Sebastian, FL 32958	<b>⊡∕</b> Add
		Schastian, FL 32958	□Remove
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			□ Change

D. If amending any other information, enter change(s) here; (Attach additional sheets, if necessary.) E. Effective date, if other than the date of filing: (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 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 Dated\_

THIS ASSIGNMENT AND ASSUMPTION OF MEMBERSHIP INTERESTS (this "Assignment") is dated as of September 18, 2023, among Julio Pagan, ("Assignor") and Blue Harvest Moon, LLC, a Holding company LLC formed under the laws of Wyoming (the "Assignee"), recites, and provides as follows:

#### RECITALS:

WHEREAS, the Assignors are the owners of an aggregate 100 percent (100%) Membership Interest in Indian River Publishing House, LLC, a limited liability company (the "Company"); and

WHEREAS, the Assignors proposes to assign, transfer, and sell to Assignee 100 percent (100%) Membership Interest in the Company, leaving Assignor without an interest in said Company, (the "Assigned Interest") by the execution and delivery of this Assignment and Assumption Agreement. The Assignors now wish to assign and transfer to the Assignee all of the Assignor's rights, title and interest in and to the Assigned Interest.

### **ASSIGNMENT AND ASSUMPTION AGREEMENT:**

For and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Assignment</u>. The Assignors hereby sells, conveys, assigns and transfers to the Assignee all of the Assignor's rights, title and interests in and to the Assigned Interest subject to the terms and conditions of that certain Operating Agreement of the Company dated July 18, 2022 (the "Operating Agreement").
- 2. Acceptance, Assumption and Indemnity by Assignee. The Assignee (a) accepts the assignment of all of the Assignor's rights, titles and interests in and to the Assigned Interest, (b) agrees to be bound by all of the terms, covenants and conditions of the Operating Agreement, and (c) assume the obligations and liabilities of the Assignor under the Operating Agreement from and after the date hereof with respect to the Assigned Interests. From and after the date hereof, the Assignor shall not have any obligations or liabilities with respect to the Assigned Interest, including without limitation, the obligation to make capital contributions.
- 3. Representations of Assignee. Assignee has been advised that the Assigned Interest is not registered under the Securities Act of 1933 nor under the Securities Exchange Act of 1934 and represents, warrants and agrees as follows: (a) that Assignee is entering into an agreement and is acquiring the securities represented for Assignee's own account, solely for investment purposes, and not with a view to resale of said securities; (b) that Assignee has such knowledge and experience in business and financial matters which enables Assignee to be capable of evaluating the risks and merits of this

investment: (c) that Assignee is able to bear the economic risks of this investment: (d) that any security that may be issued will not be resold or otherwise transferred or assigned without appropriate compliance with the registration provisions of the Securities Act of 1933 and applicable State blue sky laws or exemption therefrom: and (e) that Assignee has been provided with or permitted access to all information which Assignee deems material to formulating an investment decision and that such information has been sufficient to make an informed investment decision.

- 4. <u>Release and Termination</u>. The Assignee hereby releases the Assignors from all obligations related to the Assigned Interest or as otherwise incurred by Assignor under the terms of the Operating Agreement with respect to the Assigned Interest.
- 5. <u>Completeness and Modification</u>. This Assignment constitutes the entire agreement between the parties hereto as to the subject matter hereof.
- 6. <u>Counterparts</u>. To facilitate execution, this Assignment may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof, and it shall be sufficient that the signature on behalf of each party hereto appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement. This Assignment (or counterpart thereof) signed by one or more of the parties and delivered by facsimile shall be effective as an original.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed by their duly authorized representatives as of the date of this Assignment.

ASSIGNOR: Julio M. Pagar

Julio M. Pagan

ASSIGNEE:

Blue Harvest Moon, LLC