

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report:
November 16, 2021

Gaucha Group Holdings, Inc.

(Exact name of registrant as specified in its charter)

Delaware
State of
Incorporation

001-40075
Commission
File Number

52-2158952
IRS Employer
Identification No.

112 NE 41st Street, Suite 106
Miami, FL 33137
Address of principal executive offices

212-739-7700
Telephone number, including
Area code

Former name or former address if changed since last report

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- ☐ Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communication pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communication pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☒

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock	VINO	The Nasdaq Stock Market LLC

Item 1.01 Entry into a Material Definitive Agreement

On November 16, 2021, Gaucha Group Holdings, Inc. (the “Company”), through its wholly owned subsidiary, Gaucha Ventures I – Las Vegas, LLC (“GVI”), executed a First Amendment to the Amended and Restated Limited Liability Company Agreement of LVH Holdings LLC (“LVH”) to modify the number, amount, and timing of the Company’s additional capital contributions to LVH. A copy of the First Amendment to the Amended and Restated Limited Liability Company Agreement is furnished as Exhibit 10.1 to this report.

As previously disclosed in a current report on Form 8-K filed June 17, 2017, on June 16, 2021, the Company, through GVI, entered into the Amended and Restated Limited Liability Company Agreement of LVH. As of the date of the First Amendment to the Amended and Restated Limited Liability Company Agreement, GVI and SLVH LLC comprise all of the members of LVH.

Item 2.02 Results of Operation and Financial Condition

On November 16, 2021, the Company issued a press release announcing its financial results for the third quarter ended September 30, 2021. A copy of the press release is furnished as Exhibit 99.1 to this report.

The information contained in this Item 2.02 and Exhibit 99.1, attached hereto, shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as

amended and shall not be deemed incorporated by reference in any filing with the Securities Exchange Commission under the Securities Exchange Act of 1934, as amended or the Securities Act of 1933, as amended whether made before or after the date hereof and irrespective of any general incorporation language in any filings.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

10.1 [First Amendment to Amended and Restated Limited Liability Company Agreement dated November 16, 2021](#)

99.1 [Press release, dated November 16, 2021](#)

104 Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, on the 17th day of November, 2021.

Gaucha Group Holdings, Inc.

By: /s/ Scott L. Mathis

Scott L. Mathis, President & CEO

Execution Copy

**FIRST AMENDMENT
TO
AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT**

This **FIRST AMENDMENT TO AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT** is entered into as of November 16, 2021 (the "Amendment Date"), by and between SLVH LLC, a Delaware limited liability company (the "SLVH Member"), and Gaucho Ventures I - Las Vegas LLC, a Delaware limited liability company (the "Gaucho Member") in respect of LVH Holdings LLC (the "Company"), a Delaware limited liability company.

WHEREAS, the SLVH Member and the Gaucho Member entered into that certain Amended and Restated Limited Liability Company Agreement of the Company dated June 16, 2021 (the "Existing Agreement");

WHEREAS, as of the Amendment Date, the SLVH Member and the Gaucho Member comprise all of the Unitholders (as defined in the Existing Agreement) of the Company;

WHEREAS, the Ground Lease (as defined below) has been fully executed and delivered;

WHEREAS, prior to the Amendment Date, the Gaucho Member has made the following Capital Contributions to the Company, in cash: the initial Capital Contribution of \$1,000,000 pursuant to Section 3.1 of the Existing Agreement; the First Additional Capital Contribution (as defined in the Existing Agreement) of \$2,500,000; and the Second Additional Capital Contribution (as defined in the Existing Agreement and as such definition is modified by this Amendment) of \$3,500,000; and

WHEREAS, the SLVH Member and Gaucho Member desire to amend the Existing Agreement to modify the number, amount and timing of Additional Gaucho Contributions (as defined in the Existing Agreement and as such definition is modified by this Amendment), and as otherwise set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the SLVH Member and the Gaucho Member agree as follows:

1. **Defined Terms.** Each capitalized term used but not defined in this Amendment has the meaning assigned to it in the Existing Agreement. Section 1.1 of the Existing Agreement is hereby modified by inserting the following defined terms in lieu of those set forth in the Existing Agreement:

"Amendment Date" means November 16, 2021.

"Ground Lease" means [REDACTED]

"Ground Lease Execution Date" means September 15, 2021.

“JDA Date” means the earlier of (i) the full execution and delivery by Landlord and Tenant of the JDA (as defined in the Ground Lease), and (ii) the date, if any, that the termination rights under Section 47.2 of the Ground Lease are irrevocably waived by Landlord and Tenant without the Ground Lease being terminated.

“Landlord” means [REDACTED]

“Tenant” means LVH Property LLC, a Delaware limited liability company.

2. **Execution of Ground Lease.** On or about the Ground Lease Execution Date, Tenant, which is a wholly owned subsidiary of the Company, executed and delivered the Ground Lease. For purposes of the Existing Agreement, the parties agree to treat the execution of the Ground Lease as if the following steps occurred on the Ground Lease Execution Date in the following order: (i) the SLVH Member formed Tenant as a wholly owned subsidiary of the SLVH Member, (ii) Tenant and Landlord executed and delivered the Ground Lease, and (iii) the SLVH Member assigned all of the membership interests in Tenant to the Company in full satisfaction of its obligation to contribute the Ground Lease to the Company in accordance with Section 3.3(a) of the Existing Agreement.

3. **Current Capitalization Table.** As of the Amendment Date, the Schedule of Unitholders is set forth below:

<u>Unitholder</u>	<u>Units</u>	<u>Pro Rata Percentage</u>
SLVH Member	[REDACTED]	[REDACTED]
Gacho Member	396	[REDACTED]

4. **Amendment of Section 3.3.** Section 3.3(a) through (d), inclusive, of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

Section 3.3 **Additional Contributions.**

(a) Additional SLVH Contributions.

- (i) Prior to the Amendment Date, the SLVH Member contributed the Ground Lease and the HMA LOI (to the extent the HMA LOI has been executed by such date) to the Company or its Subsidiary, by customary instruments of assignment and assumption. Upon such contribution, (i) the SLVH Member was credited with making a Capital Contribution of [REDACTED] (i.e. the Members agree that such contributed property has a Gross Asset Value equal to such amount), and (ii) the SLVH Member was issued [REDACTED] Additional Units, and the Schedule of Unitholders was updated by Manager accordingly.

- (b) Additional Gaucho Contributions.
- (i) Prior to the Amendment Date, the Gaucho Member made an additional Capital Contribution to the Company, in cash, in the amount of exactly Two Million Five Hundred Dollars (\$2,500,000.00) (the “First Additional Gaucho Contribution”). Upon such First Additional Gaucho Contribution, the Gaucho Member was issued 141.4 Additional Units, and the Schedule of Unitholders was updated by Manager accordingly.
 - (ii) On or before the Amendment Date, the Gaucho Member has made an additional Capital Contribution to the Company, in cash, in the amount of exactly Three Million Five Hundred Thousand Dollars (\$3,500,000.00) (the “Second Additional Gaucho Contribution”). Upon such Second Additional Gaucho Contribution, the Gaucho Member was issued 198 Additional Units, and the Schedule of Unitholders was updated by Manager accordingly.
 - (iii) On or before the Third Outside Date (as defined below), the Gaucho Member shall make an additional Capital Contribution to the Company, in cash, in the amount of exactly Twelve Million Five Hundred Thousand Dollars (\$12,500,000.00) (the “Third Additional Gaucho Contribution”). The “Third Outside Date” means the date that is thirty (30) days after the JDA Date. If and only if the Gaucho Member timely makes the entire Third Additional Gaucho Contribution, then the Gaucho Member shall be issued 707.1 Additional Units, and the Schedule of Unitholders shall be updated by Manager accordingly.
 - (iv) On or before the Fourth Outside Date (as defined below), the Gaucho Member shall make an additional Capital Contribution to the Company, in cash, in the amount of exactly Ten Million Dollars (\$10,000,000.00) (the “Fourth Additional Gaucho Contribution”). The “Fourth Outside Date” means the date that is ninety (90) days after the Third Outside Date. If and only if the Gaucho Member timely makes the entire Fourth Additional Gaucho Contribution, then the Gaucho Member shall be issued 565.7 Additional Units, and the Schedule of Unitholders shall be updated by Manager accordingly.
 - (v) On or before the Fifth Outside Date (as defined below), the Gaucho Member shall make an additional Capital Contribution to the Company, in cash, in the amount of exactly Five Million Five Hundred Thousand Dollars (\$5,500,000.00) (the “Fifth Additional Gaucho Contribution” and, together with the Third Additional Gaucho Contribution and the Fourth Additional Gaucho Contribution, the “Additional Gaucho Contributions”). The “Fifth

Outside Date” means the date that is ninety (90) days after the Fourth Outside Date. The term “Outside Date” means the Third Outside Date, the Fourth Outside Date or the Fifth Outside Date, as applicable. If and only if the Gaucho Member timely makes the entire Fifth Additional Gaucho Contribution, then the Gaucho Member shall be issued 311.2 Additional Units, and the Schedule of Unitholders shall be updated by Manager accordingly.

- (vi) If and only if the Gaucho Member timely makes each of the Additional Gaucho Contributions in their entirety on or prior to the applicable Outside Date, then (x) the Gaucho Member shall have the additional rights set forth in Section 3.9, and (y) Section 3.3(e) and Section 3.8 shall apply as set forth therein. Notwithstanding anything to the contrary contained herein, if the Gaucho Member does not timely make any of the Additional Gaucho Contributions on or before the applicable Outside Date, Section 3.9, Section 3.3(e) and Section 3.8 shall be null and void for all purposes, and the Gaucho Member shall be a passive investor in the Company with no rights except as expressly required by applicable law.

(c) Historic and Sample Interim Pro Rata Percentages.

- (i) The number of Units and the Pro Rata Percentage held by each Unitholder after the First Additional Gaucho Contribution in accordance with Section 3.3(b)(i), but before the additional Capital Contribution of the Ground Lease by the SLVH Member in accordance with Section 3.3(a) and before the Second Additional Gaucho Contribution and the subsequent Additional Gaucho Contributions, was as follows:

<u>Unitholder</u>	<u>Units</u>	<u>Pro Rata Percentage</u>
SLVH Member	1	100%
Gaucho Member	198	99%

- (ii) The number of Units and the Pro Rata Percentage held by each Unitholder after the additional Capital Contribution of the Ground Lease by the SLVH Member in accordance with Section 3.3(a) and after the First Additional Gaucho Contribution in accordance with Section 3.3(b)(i), but before the Second Additional Gaucho

Contribution and the subsequent Additional Gaucho Contributions, was as follows:

<u>Unitholder</u>	<u>Units</u>	<u>Pro Rata Percentage</u>
SLVH Member	████	████
Gauche Member	198	████

- (iii) The number of Units and the Pro Rata Percentage held by each Unitholder after the Second Additional Capital Contribution in accordance with Section 3.3(b)(ii), but before the Third Additional Gaucho Contribution and the subsequent Additional Gaucho Contributions, shall be as follows:

<u>Unitholder</u>	<u>Units</u>	<u>Pro Rata Percentage</u>
SLVH Member	████	████
Gauche Member	396	████

- (iv) The number of Units and the Pro Rata Percentage held by each Unitholder after the Third Additional Capital Contribution in accordance with Section 3.3(b)(iii), but before the Fourth Additional Gaucho Contribution and the Fifth Additional Gaucho Contribution, shall be as follows:

<u>Unitholder</u>	<u>Units</u>	<u>Pro Rata Percentage</u>
SLVH Member	████	████
Gauche Member	1103.1	████

- (v) The number of Units and the Pro Rata Percentage held by each Unitholder after the Fourth Additional Capital Contribution in accordance with Section 3.3(b)(iv), but before the Fifth Additional Gaucho Contribution, shall be as follows:

<u>Unitholder</u>	<u>Units</u>	<u>Pro Rata Percentage</u>
SLVH Member	████	████
Gauche Member	1,668.8	████

- (d) If each of the Additional Gaucho Contributions is timely made in accordance with Section 3.3(b) on or prior to the applicable Outside Date, then the number of Units and the Pro Rata Percentage held by each Unitholder immediately after the Fifth Additional Gaucho Contribution shall be as follows:

<u>Unitholder</u>	<u>Units</u>	<u>Pro Rata Percentage</u>
SLVH Member	■	■
Gacho Member	1,980	■

5. **Ratification.** Except as expressly amended by this Amendment, the Existing Agreement is hereby ratified and confirmed and is in full force and effect. From and after the Amendment Date, the phrase “this Agreement” in the Existing Agreement shall be deemed to be a reference to the Existing Agreement as amended by this Amendment.

6. **Counterparts.** This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and all signatures need not appear on any one counterpart. Any counterpart or other signature hereupon delivered by facsimile or other electronic delivery method shall be deemed for all purposes as constituting good and valid execution and delivery of this Amendment by such party.

[signatures on following pages]

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

SLVH LLC, a Delaware limited liability company

[Redacted Signature]

GAUCHO VENTURES I – LAS VEGAS, LLC,
a Delaware limited liability company

By: Gaucho Group Holdings, Inc., its sole member

By: _____
Name: _____
Title: _____

GAUCHO GROUP HOLDINGS, INC. ANNOUNCES THIRD QUARTER FINANCIAL RESULTS

Revenues Soar to \$2.6 Million as Company Posts First Quarterly Profit

New York, NY / November 16, 2021 Gaucho Group Holdings, Inc. ([NASDAQ:VINO](#)), a company that includes a growing collection of e-commerce platforms with a concentration on fine wines, luxury real estate, and leather goods and accessories, today announced financial results for the third quarter period ending September 30, 2021. Investors are encouraged to read the Company's quarterly report on Form 10-Q as filed with the Securities and Exchange Commission (the "SEC") and posted at [www.gauchoholdings.com](#).

Financial Highlights

- Revenues for the third quarter were \$2.6 million compared to \$60,228 in the prior year period, a 4,242% increase
- Gross profit for the third quarter was \$2.4 million, compared to \$21,000 in the prior year period, a 11,505% increase.
- Net income for the third quarter was \$931,000 or \$0.11 basic earnings per share compared to loss of \$0.18 per share in prior year period
- Working capital of \$6.2 million
- Stockholder equity rises to \$17.6 million

Commenting on the results, Scott Mathis, Chief Executive Officer of Gaucho Holdings, stated, "We are absolutely thrilled to report our first quarterly profit as a public company. Earlier this year we completed an \$8 million public offering and achieved our long-desired goal to uplist our shares to Nasdaq. Since then, we have taken significant strides to complete our vision of becoming recognized as the LVMH of South America. These strides include operating in the boutique hotel, hospitality and luxury vineyard property markets, featuring our 4,138-acre Algodon Wine Estates in Mendoza, Argentina. We have created an e-commerce platform, Gaucho – Buenos Aires™, for consumers to access Argentine style and high-end products with a concentration on leather-goods and ready-to-wear accessories. By the end of the year, we expect to launch a line of luxury textiles and home accessories. We are making progress towards the opening of our flagship retail location in Miami's Design District and have recently completed another installment investment in our Las Vegas project to further expand opportunities in lodging, hospitality, retail and gaming.

"Our third quarter financial results reflect early sales of real estate lots at our Algodon Wine Estates as well as a small increase in hotel, restaurant and wine sales after Argentine hotels reopened with COVID-19 measures in place. We are encouraged by the pace of lot sales occurring at Algodon Wine Estates. Recognition of revenue from these sales is contingent on deeding requirements, a process that has been made a bit more time consuming given the pandemic environment. This pushed some revenues into the fourth quarter, but we are pursuing this process as quickly as possible, and we are encouraged by the pace of lot sales that we see in the fourth quarter and the environment for ongoing sales throughout next year. Argentina officially "reopened" from Covid related shutdowns, and as the world continues to reopen, we believe we will benefit from a surge in pent up consumer demand for travel and luxury experiences. Over the years we have been opportunistic about acquiring new acreage, and our earlier engagement of architectural design firm EDSA has resulted in substantial improvements to the infrastructure and amenities of Algodon Wine Estates. Recently drilled water wells should further enhance the appeal and market value of these properties. And, lastly, as we have previously announced, we are actively seeking to partner with a 5-star hotel chain to potentially bring in an 80-120 room hotel with branded residences. If we are successful with finding a partner, we believe it can add immeasurable value and result in even stronger revenue growth at Algodon Wine Estates. We look forward to finishing the year strongly and growing even stronger in 2022."

About Gaucho Group Holdings, Inc.

For more than ten years, Gaucho Group Holdings, Inc.'s ([gauchoholdings.com](#)) mission has been to source and develop opportunities in Argentina's undervalued luxury real estate and consumer marketplace. Our company has positioned itself to take advantage of the continued and fast growth of global e-commerce across multiple market sectors, with the goal of becoming a leader in diversified luxury goods and experiences in sought after lifestyle industries and retail landscapes. With a concentration on fine wines ([algodonfinewines.com](#) & [algodonwines.com.ar](#)), hospitality ([algodonhotels.com](#)), and luxury real estate ([algodonwineestates.com](#)) associated with our proprietary Algodon brand, as well as the leather goods, ready-to-wear and accessories of the fashion brand Gaucho – Buenos Aires™ ([gauchobuenosaires.com](#)), these are the luxury brands in which Argentina finds its contemporary expression.

Cautionary Note Regarding Forward-Looking Statements

This press release contains forward-looking statements within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995. Statements other than statements of historical facts included in this press release may constitute forward-looking statements and are not guarantees of future performance, condition or results and involve a number of risks and uncertainties. Actual results may differ materially from those in the forward-looking statements as a result of a number of factors, including those described from time to time in our filings with the Securities and Exchange Commission and elsewhere. The Company undertakes no duty to update any forward-looking statement made herein. All forward-looking statements speak only as of the date of this press release.

Media Relations:**Gaucho Group Holdings, Inc.**

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GAUCHO GROUP HOLDINGS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS

	September 30, 2021 (unaudited)	December 31, 2020
Assets		
Current Assets		

Cash	\$	2,836,500	\$	134,536
Accounts receivable, net of allowance of \$215,026 and \$180,941 as of September 30, 2021 and December 31, 2020, respectively		2,353,476		255,720
Accounts receivable - related parties, net of allowance of \$339,503 and \$332,130 as of September 30, 2021 and December 31, 2020, respectively		741,495		252,852
Advances to employees		282,204		282,508
Inventory		1,327,572		1,172,775
Real estate lots held for sale		59,790		139,492
Operating lease right-of-use asset, current portion		311,925		-
Investment		45,182		53,066
Deposits, current		15,269		35,854
Prepaid expenses and other current assets		602,415		196,539
Total Current Assets		8,575,828		2,523,342
Long Term Assets				
Property and equipment, net		3,396,950		2,860,222
Operating lease right-of-use asset, non-current portion		1,396,857		-
Prepaid foreign taxes, net		664,128		519,499
Investment - related parties		3,500,000		457
Deferred offering costs		24,000		67,016
Deposits, non-current		56,130		-
Total Assets	\$	17,613,893	\$	5,970,536

GAUCHO GROUP HOLDINGS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS (CONTINUED)

	September 30, 2021 (unaudited)	December 31, 2020
Liabilities, Temporary Equity and Stockholders' Equity (Deficiency)		
Current Liabilities		
Accounts payable	\$ 457,129	\$ 891,168
Accrued expenses, current portion	451,278	1,401,402
Deferred revenue	753,302	933,941
Operating lease liabilities, current portion	263,292	-
Loans payable, current portion	249,000	437,731
Debt obligations	7,000	1,270,354
Investor deposits	29,950	29,950
Other current liabilities	130,628	131,895
Total Current Liabilities	2,341,579	5,096,441
Long Term Liabilities		
Accrued expenses, non-current portion	126,103	169,678
Operating lease liabilities, non-current portion	1,470,046	-
Loans payable, non-current portion	94,000	310,591
Total Liabilities	4,031,728	5,576,710
Commitments and Contingencies (Note 13)		
Series B convertible redeemable preferred stock, par value \$0.01 per share; 902,670 shares authorized; 0 and 901,070 issued and outstanding at September 30, 2021 and December 31, 2020, respectively	-	9,010,824
Stockholders' Equity (Deficiency)		
Preferred stock, 11,000,000 shares authorized:		
Series A convertible preferred stock, par value \$0.01 per share; 10,097,330 shares authorized; no shares are available for issuance	-	-
Common stock, par value \$0.01 per share; 150,000,000 shares authorized; 8,784,618 and 5,234,406 shares issued and 8,781,249 and 5,231,037 shares outstanding as of September 30, 2021 and December 31, 2020, respectively	87,845	52,344
Additional paid-in capital	120,184,675	96,951,440
Accumulated other comprehensive loss	(11,598,452)	(11,932,801)
Accumulated deficit	(94,919,120)	(93,534,828)
Treasury stock, at cost, 3,369 shares at September 30, 2021 and December 31, 2020	(46,355)	(46,355)
Total Gauchó Group Holdings, Inc. Stockholders' Equity (Deficiency)	13,708,593	(8,510,200)
Non-controlling interest	(126,428)	(106,798)
Total Stockholders' Equity (Deficiency)	13,582,165	(8,616,998)
Total Liabilities, Temporary Equity and Stockholders' Equity (Deficiency)	\$ 17,613,893	\$ 5,970,536

GAUCHO GROUP HOLDINGS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(unaudited)

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2021	2020	2021	2020
Sales	\$ 2,605,158	\$ 60,228	\$ 3,220,557	\$ 474,546

Cost of sales	(210,437)	(80,995)	(650,003)	(571,621)
Gross profit (loss)	2,394,721	(20,767)	2,570,554	(97,075)
Operating Expenses				
Selling and marketing	100,870	110,687	336,081	160,686
General and administrative	1,370,870	859,967	3,934,500	3,342,240
Depreciation and amortization	35,758	45,906	103,680	138,409
Gain from insurance settlement	-	(30,240)	-	(30,240)
Total operating expenses	1,507,498	986,320	4,374,261	3,611,095
Income (Loss) From Operations	887,223	(1,007,087)	(1,803,707)	(3,708,170)
Other Expense (Income)				
Interest expense, net	49,646	72,459	88,209	193,595
Forgiveness of PPP Loan	-	-	(242,486)	-
Gain on debt restructuring	-	(130,421)	-	(130,421)
Other income	(87,500)	-	(87,500)	-
Gains from foreign currency translation	(6,130)	(14,826)	(34,991)	(35,316)
Total other (income) expense	(43,984)	(72,788)	(276,768)	27,858
Net Income (Loss)	931,207	(934,299)	(1,526,939)	(3,736,028)
Net loss attributable to non-controlling interest	45,086	32,838	142,647	128,355
Series B preferred stock dividends	-	(178,094)	-	(540,217)
Net Income (Loss) Attributable to Common Stockholders	\$ 976,293	\$ (1,079,555)	\$ (1,384,292)	\$ (4,147,890)
Earnings (Loss) Per Common Share - Basic and Diluted				
Basic	\$ 0.11	\$ (0.26)	\$ (0.18)	\$ (1.02)
Diluted	\$ 0.11	\$ (0.26)	\$ (0.18)	\$ (1.02)
Shares used in computing earnings per share:				
Basic	8,658,395	4,110,303	7,530,833	4,049,059
Diluted	8,658,395	4,110,303	7,530,833	4,049,059
Net income (loss)	\$ 931,207	\$ (934,299)	\$ (1,526,939)	\$ (3,736,028)
Other comprehensive income (loss):				
Foreign currency translation adjustments	98,709	(17,837)	334,349	400,686
Comprehensive income (loss)	1,029,916	(952,136)	(1,192,590)	(3,335,342)
Comprehensive loss attributable to non-controlling interests	45,086	32,838	142,647	128,355
Comprehensive income (loss) attributable to controlling interests	<u>\$ 1,075,002</u>	<u>\$ (919,298)</u>	<u>\$ (1,049,943)</u>	<u>\$ (3,206,987)</u>