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(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

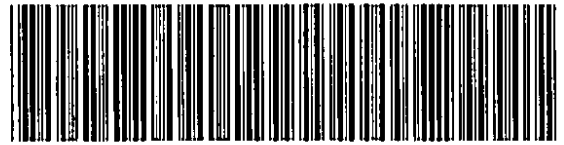
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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03/22/19--01018--006 **60.00

R. WHITE
MAR 01 2019

FILED
2019 MAR 22 PM 5:55
STATE OF MICHIGAN
TOLSON, MI 48226

COVER LETTER

TO: **Registration Section
Division of Corporations**

SUBJECT: 1932 Fillmore Street 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:

Robert Weber
Name of Person

HAYMAN-WOODWARD Holdings, Inc.
Firm/Company

801 Brickell Avenue, 15th Floor
Address

Miami, FL 33131
City/State and Zip Code

robert-weber@haymanwoodward.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Robert Weber at (305) 877-8941
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/COURIER ADDRESS:
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF

FILED

2019 MAR 22 PM 5:55

1932 Fillmore Street 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 7-11-2017 and assigned Florida document number L17000148337

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

- N/A -

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)

- N/A -

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

801 Brickell Avenue
15th Floor
MIAMI, FL 33131

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:

HAYMAN - Woodward Holdings, Inc

New Registered Office Address:

801 Brickell Avenue, 15th Floor

Enter Florida street address

MIAMI

City

Florida

33131

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.



Robert H. Weber

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	HAYMAN-Woodward Corp	800 Brickell Ave. Ste. 1410 Miami, FL 33131	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove <input type="checkbox"/> Change
AMBR	HAYMAN-Woodward Holdings, Inc.	801 Brickell Ave. 15 th Floor Miami, FL 33131	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove <input type="checkbox"/> Change
_____	_____	_____	<input type="checkbox"/> Add <input type="checkbox"/> Remove <input type="checkbox"/> Change
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_____	_____	_____	<input type="checkbox"/> Add <input type="checkbox"/> Remove <input type="checkbox"/> Change

D. If amending any other information, enter change(s) here: (Attach additional sheets, if necessary.)

① REMOVAL of Principal/Owner:
- Carlos L Lima-Freitas
800 Brickell Ave
Ste. 1410
MIAMI, FL 33131

② Add Principal/Owner: (new-ownership share) ^{transfer of}
*sec. attached
- Highstone USA, Inc. ^{Membership Interest}
801 Brickell Avenue ^{Transfer Agreement}
15th Floor
MIAMI, FL 33131

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 MARCH 20, 2019.


Signature of a member or authorized representative of a member

Robert H. Heber III
Typed or printed name of signee

MEMBERSHIP INTEREST TRANSFER AGREEMENT

THIS MEMBERSHIP INTEREST TRANSFER AGREEMENT (this "Agreement") is made and entered into as of March 15, 2019, by and between **Highstone USA Inc. (State of Florida corporation)** (the "Transferee"); and **Hayman-Woodward Holdings Inc. (State of Florida corporation)** ("Transferor").

RECITALS

WHEREAS, the Transferee desires to purchase from Transferor 680 membership units (the "Membership Interest") equaling a 68.00% interest in 1932 Fillmore Street LLC ("Fillmore") a State Of Florida Limited Liability Company and Transferor desires to transfer to Transferee membership units in Fillmore which represent 68.00% of its Membership interests outstanding in Fillmore;

WHEREAS, the Parties desire herein to memorialize their agreement with respect to the transfer outlined above.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. AGREEMENT TO TRANSFER MEMBERSHIP INTERESTS.

- 1.1. The Transferor hereby transfers, assigns and quitclaims to Transferee the Membership Interests which equal 68.00% in all membership interests outstanding in Fillmore.
- 1.2. Transferee does hereby accept the transfer, assignment and quitclaim of the Membership interests from Transferor.
- 1.3. Simultaneously with such transfer Transferee shall issue to Transferor a promissory note in the principal amount of \$255,000.00 with 2% annual simple interest.
- 1.4. Carlos Leonardo Lima-Freitas hereby resigns from any and all executive offices or positions that it holds in Fillmore.

2. REPRESENTATIONS AND WARRANTIES OF THE PARTIES.

Each party hereby represents and warrants to the other party:

2.1. Organization, Good Standing and Qualification. Each party is duly authorized to undertake this transaction and all approvals of all boards of directors, managers and membership

interest holders have been duly obtained where necessary to effectuate this transfer. 1932 Fillmore Street LLC is a Limited Liability Company duly organized, validly existing and in good standing under the laws of State of Florida and has all requisite corporate power and authority to own its properties and assets and to carry on its business as now conducted and as presently proposed to be conducted.

2.2. Due Authorization. All corporate action on the part of the parties and Fillmore, and their respective officers, directors and members necessary for the authorization, execution, delivery of, and the performance of all obligations of this Agreement and the authorization, issuance and delivery of all of the membership interests being transferred under this Agreement has been taken or will be taken and constitutes the valid and legally binding obligations of the Transferor and Transferee.

2.3. Valid Issuance of Membership interest.

Transferor agrees to undertake all actions to obtain the transfer of the Membership Interest to Transferee and to officially record such transfer with all required government authorities as soon as possible following the execution of this Agreement.

2.4. Compliance with Law and Charter Documents. Fillmore is not in violation or default of any provisions of its Articles of Organization or other constitutive document, as amended, or its operating agreement and is in compliance with all applicable statutes, laws, regulations of the State of Florida and all states, foreign countries or other governmental bodies and agencies having jurisdiction over the Company's business or properties. The execution, delivery and performance of this Agreement will not result in any such violation or default, or be in conflict with or constitute a default under the Company's Articles of Organization, as amended, or operating agreement, or any material agreement or contract of the Company.

3. MISCELLANEOUS.

3.1. Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

3.2. Governing Law. This Agreement shall be governed by and construed under the laws of State of Florida and shall be subject to binding arbitration under the rules of the American Arbitration Association.

3.3. Counterparts. This Agreement 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.

3.4. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings duties or obligations between the parties with respect to the subject matter hereof.

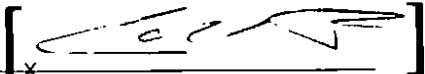
3.5. **Further Assurances.** From and after the date of this Agreement, upon the request of any party, the other party shall execute and deliver such instruments, documents or other writings as may be reasonably necessary or desirable to confirm and carry out and to effectuate fully the intent and purposes of this Agreement.

[signatures on following page]

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

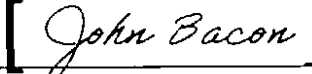
Seller:

Hayman-Woodward Holdings Inc.

By:  [Signature]
Carlos Leonardo Lima-Freitas, President

Buyer:

Highstone USA Inc.

By:  [Signature]
John Bacon, President