

L170000 23531

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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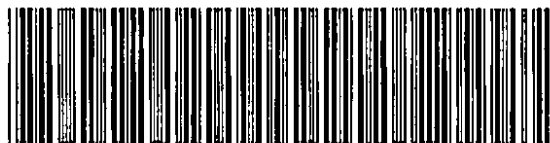
(Business Entity Name)

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2019 MAR 11 AM 36

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MAR 22 2019

T. LEMIEUX

ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF

FILED

CLEMENCEAU LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

2019 MAR 11 A 12 36

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The Articles of Organization for this Limited Liability Company were filed on 01/30/2017 and assigned
Florida document number L17000023531

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)

1717 N BAYSHORE DR - SUITE 2544 Apt 2544

MIAMI - FL 33132

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

1717 N BAYSHORE DR - SUITE 2544 Apt 2544

MIAMI - FL 33132

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:

SEBASTIEN KIELWASSER

New Registered Office Address:

1717 N BAYSHORE DR - SUITE 2544 Apt 2544

Enter Florida street address

MIAMI

Florida 33132

City

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>
MGR	ROGHI, FRANCOIS	1200 NE 105TH STR APT 37 MIAMI SHORES, FL 33138	<input type="checkbox"/> Add
			<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
MGR	FFJC LLC	10796 PINES BLVD SUITE 204 PEMBROKE PINES, FL 33026	<input type="checkbox"/> Add
			<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
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[illegible]

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.

Dated 08/06/18 . Miss 

Signature of a member or authorized representative of a member

Typed or printed name of signee

CLEMENCEAU LLC

SHARE TRANSFER AGREEMENT

CHANGE OF REGISTERED AGENT NAME,
ADDRESS & AUTHORIZED PERSONS DETAIL
(addendum to the operating
agreement of CLEMENCEAU
LLC)

This share transfer Agreement (the "Agreement") sets out
the terms and conditions upon which:

1. ROGHI, FRANCOIS

1200 NE 105TH STREET APT 37

MIAMI SHORES, FL 33138

owner of 25% of the shares of CLEMENCEAU LLC

2. FFJC LLC,

document L13000119865 Date Filed 08/23/2013 Effective
Date 08/23/2013

represented by his owners

- Title AMBR

ROGHI, FRANCOIS

1200 NE 105TH STREET APT 37

MIAMI SHORES, FL 33138

- Title AMBR

ROGHI, FABIENNE

1200 NE 105TH STREET APT 37

MIAMI SHORES, FL 33138

- Title Authorized Member

ALTANA, JULIE CHRISTIANE

10796 PINES BLVD SUITE 204

PEMBROKE PINES, FL 33026

being a Company duly registered under the laws of Florida
FEI/EIN 46-3510675 and having its registered address at:

Principal Address :10796 PINES BLVD SUITE 204 PEMBROKE
PINES, FL 33026

Mailing Address: 10796 PINES BLVD SUITE 204 PEMBROKE
PINES, FL 33026

owner of 25% of the shares of CLEMENCEAU LLC

Both called together the transferor(s) or the seller

Will transfer all their shares (together 50% of the
shares) held by them to:

Sebastien KIELWASSER,

1717 N BAYSHORE DR ~~SUITE 240~~ APT 2544

MIAMI, FL 33132

already owner in the operating agreement of 25% of the
shares,

(the "Transferee"),

WHEREAS, the Transferor is the registered proprietor of
those shares set out in Schedule A (the "Shares").

After this transfer, Sebastien Kielwasser will be owner
of 75% of CLEMENCEAU LLC.

The last 25% of CLEMENCEAU LLC are and will stay the
ownership of CLEMENCEAU INVESTMENT LLC. This company is also
hereby represented by Sebastien Kielwasser and is
agreeing as third party to the present agreement.

WHEREAS, Transferors are desirous of transferring the
Shares to the Transferee on such terms as are set out
throughout this share transfer Agreement.

WHEREAS, the Transferee for his part is desirous of
acquiring the Shares on such terms as are set out in this

SK INVESTMENT

share transfer Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. TRANSFER OF SHARES

It is agreed that:

1.1 the Transferors transfer absolutely all title over the Shares to the Transferee in consideration of that amount set out in clause 2.

1.2 the transfer is absolute and includes all rights and obligations connected to the Shares including but not limited to all rights to dividends, capital and voting rights and for avoidance of doubt any dividends which are due but not yet paid will become due and be paid to the Transferee.

1.3 the transfer is effective on the execution of this share transfer Agreement and transfer of property as set out in clause 2.

2. TRANSFER PRICE It is agreed that the Shares shall be transferred at no cost, except the transfer of the full property of two houses in Detroit to the company BM RENTING LLC, owned by the transferors. This transfer is done by quit claim deed, notarized and registered in Detroit.

3. COST OF TRANSFER

3.1 It is agreed that the cost of registering the transfer of the Shares (if any) will be borne by both parties.

3.2 It is agreed that all the cost of filling or renewal of the company or changing of the authorized persons or address will be borne by the Transferee.

3.3. It is agreed that all the financial and accountant costs will be borne by the Transferee.

4. WARRANTIES AND INDEMNITIES

It is agreed that:

4.1 The Transferors warrant that they are true owners of the Shares and is absolutely entitled to all of their benefit.

4.2 The Transferors warrant that they are not acting as a nominee or trustee and that no other rights exist in connection with the Shares.

4.3 The Transferors warrant that no charge or other obligation exists over the shares whether or not registered and they are completely unencumbered .

4.4 Each Party hereby declares that they have all necessary powers and approvals to enter into this share transfer Agreement.

4.5 Each Party hereby declares that they are not aware of any matter within their control which might have any negative or adverse effect upon the performance of their obligations under this share transfer Agreement.

4.6 The rights, benefits, liabilities and responsibilities contained within the terms of this share transfer Agreement can be assigned by any Party with the prior written agreement of the other Party.

4.7 Any delay or failure to enforce the terms of this share transfer Agreement and any delay to act on a breach of its term by any party does not constitute a waiver of those rights.

4.8 Each Party hereby warrants that they will not do any action which might harm, hinder or negatively affect the duties of the other Party set out within this share transfer Agreement.

4.9 The Parties hereby irrevocably warrant that they accept the exclusive jurisdiction laws and courts of that jurisdiction set out in clause 8 below.

4.10 Except if it is clear from the wording of a clause and with regard to the whole of the share transfer Agreement that a specific clause is intended to mean otherwise than: any words which are in the singular only will be deemed to include the plural (and vice versa) and any words denoted in a specific gender will be deemed to include all genders and any terms which denote any form of person or people shall be deemed to include both legal persons (such as companies) as well as natural person (and vice versa).

4.11 The heading titles contained within in this share transfer Agreement are included as an drafting reference only and for ease of reference, they do not comprise part of the share transfer Agreement.

4.12 This share transfer Agreement may be executed in more than one language by agreement between the Parties and if there arises some conflict between the various translation of this share transfer Agreement then the English version shall prevail.

4.13 In the event that any clause (or any part of any clause) shall be deemed to be illegal or invalid by a competent court or other legal authority then this shall have the effect of invalidity and striking out only that clause (or any part of any clause) only and shall not invalidate this share transfer Agreement in its entirety.

4.14 This share transfer Agreement can be executed either in one original or in more than one counterpart.

4.15 This share transfer Agreement is binding on both Parties by virtue of the conduct of both parties and in spite of any defect or error in the formality of its execution.

4.16 The Transferor hereby irrevocably indemnifies and agrees to keep indemnified and hold harmless the Transferee against any and all losses howsoever caused arising from a breach of the warranties or other terms of this share transfer Agreement.

4.17 The Transferee is in charge of the filling of the change of registered agent name, address and authorized persons detail at the Division of Corporations (sunbiz). The Transferee hereby irrevocably indemnifies and agrees to keep indemnified and hold harmless the Transferor against any and all losses howsoever caused arising from financial or accountant issues regarding the company.

5. VARIATION This share transfer Agreement may be varied and any variation must be made in writing by both Parties.

5. NOTICES Notices served pursuant to any term of this share transfer Agreement must be served in writing and will be served only if it handed from one Party to another in person or if delivered to the address for service of the Party in question. Notices may only be served and delivered in English.

7. GOVERNING LAW, DISPUTES AND ARBITRATION

It is agreed that:

7.1 This share transfer Agreement is made under the exclusive jurisdiction of the laws of Miami-Dade County, Florida- USA.

7.2 Disputes under this share transfer Agreement are subject to the exclusive jurisdiction of the courts of Miami Dade County, Florida - USA.

IN WITNESS WHEREOF, each of the Parties has executed this share transfer Agreement:

[TRANSFEROR]

FRANCOIS ROGHI

07/16/2018

DATE

[TRANSFEROR]

FFJC LLC

07/16/2018

DATE

[TRANSFeree]

Sébastien KIELWASSER

08/06/2018

DATE

Schedule A (the Shares)

The following shall comprise 50% of the Shares of the following company:

CLEMENCEAU LLC

Filing Information Document Number L17000023531

FEI/EIN Number NONE

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Date Filed 01/30/2017

Sworn to and subscribed before me this 6th day of August 2018.

Effective Date 01/26/2017

by, Sebastien Kielwasser

State FL

Personally Known ☐ OR Produced Identification ☒

Status ACTIVE

Type of Identification Produced FRA Passport - 13AL94263.



Yesenia Hung
Notary Public
State of Florida
My Commission Expires 04/05/2020