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A. BUTLER

JAN 31 2023

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Diamante Casita 18 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:

Jon Mark Schleyer
Name of Person

Diamante Casita 18 LLC
Firm/Company

417 Jordan Farm Circle
Address

Rockwall, TX 75087
City/State and Zip Code

mark.schleyer@att.net
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Mark Schleyer at (214) 502-7546
Name of Person Area Code Daytime Telephone Number

Enclosed is a check for the following amount:

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> \$25.00 Filing Fee | <input type="checkbox"/> \$30.00 Filing Fee &
Certificate of Status | <input type="checkbox"/> \$55.00 Filing Fee &
Certified Copy
(additional copy is enclosed) | <input checked="" type="checkbox"/> \$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 Address:
Registration Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF**

Diamante Casita 18 LLC

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

2022 NOV -9 PM 4:29

The Articles of Organization for this Limited Liability Company were filed on August 3, 2021 and assigned Florida document number L21000348665

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)

417 Jordan Farm Circle
Rockwall, TX 75087

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

417 Jordan Farm Circle
Rockwall, TX 75087

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:

New Registered Office Address:

Enter Florida street address

Florida

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	Jon M Schleyer Trust A	417 Jordan Farm Circle Rockwall, TX 75087	<input checked="" type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
MGR	Thomas Eugene Brand	813 White Buffalo Lane Heath, TX 75032	<input checked="" type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
MGR	Rachel Michele Brand	813 White Buffalo Lane Heath, TX 75032	<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
			<input type="checkbox"/> Add
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			<input type="checkbox"/> Change
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			<input type="checkbox"/> Change

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(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.

Dated October 3, 2022


Signature of a member or authorized representative of a member

Jon Mark Schleyer
Typed or printed name of signee

30

2022 NOV -9 PM 4:29

MEMBERSHIP INTEREST PURCHASE AGREEMENT

MEMBERSHIP INTEREST PURCHASE AGREEMENT (this "Agreement"), dated as of October 3, 2022, by and between Timothy Hutton and Vicki Jones, husband and wife, in a tenancy by the entireties ("Seller") and Jon M. Schleyer Trust A, and Thomas Eugene Brand and Rachel Michele Brand, husband and wife.

WHEREAS, Buyer desires to purchase from Seller and Seller desires to sell to Buyer their one hundred percent (100%) membership interest (the "Membership Interest") in DIAMANTE CASITA 18, LLC, a Florida limited liability company (the "Company").

NOW, THEREFORE, the parties agree as follows:

1. Purchase and Sale of Membership Interest.

1.1 Sale and Purchase. At the Closing (as defined below), Buyer shall purchase from Seller the Membership Interest for an aggregate purchase price of One Million Two Hundred Thousand Dollars (\$1,200,000) (the "Purchase Price") subject to the terms and conditions of this Agreement.

1.2 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place on or before the date of October 10, 2022 at Casita 18, Diamante, Cabo San Lucas.

1.3 Deliveries at Closing. At the Closing, the parties shall, respectively, make the following simultaneous deliveries:

(a) Seller shall deliver to Buyer: (i) a certificate or certificates representing the Membership Interest duly executed by Seller, (ii) an Assignment of Membership Interest in form attached hereto as Exhibit A, and (iii) a cross receipt, duly executed on behalf of Seller, indicating receipt of the Purchase Price from Buyer in form attached hereto as Exhibit B.

(b) Buyer shall deliver to Seller the Purchase Price in either immediately available funds or certified check no later than October 10, 2022.

1.4 Withdrawal and Substitution. Effective upon the Closing, (i) Seller shall be deemed to withdraw from the Company, and hereby does withdraw, and shall no longer be a member of the Company, (ii) Buyer is hereby admitted as members of the Company in the place and stead of Seller with respect to the Interest, and (iii) each of the Assignees agrees to be bound by a new Operating Agreement created by the Buyers and with respect to the portion of the Interest acquired. Attached hereto as Exhibit C is a copy of the Buyers' Operating Agreement.

2. Representations and Warranties.

2.1 Representations and Warranties of the Seller. The Seller represents and warrants to the Buyer the following:

(i) The Seller has full authority, right, and capacity to execute, deliver and perform this Agreement;

(ii) Seller has no other ownership interests in the Company other than the Interest; Seller is the sole owner of the Membership Interest, has full legal and equitable title to the Membership Interest, and upon delivery to the Buyer of the Assignment, duly endorsed for transfer, Buyer will obtain ownership of the Membership Interest free and clear of all liens, charges, security interests, restrictions, encumbrances, or adverse claims of any kind whatsoever;

(iii) This Agreement has been duly executed and delivered by Seller, and is a valid and binding obligation of Seller, enforceable in accordance with its terms; and

(iv) Subject to the Company and Buyer obtaining all consents required under the Operating Agreement, Seller's execution, delivery and performance of this Agreement does not breach or violate any agreement, instrument, judgment or order to which Seller is a party or may be subject.

(v) Seller has not agreed to incur, directly or indirectly, any liability for brokerage or finders' fees, agents' commissions or other similar charges in connection with this Agreement or any of the transactions contemplated hereby.

2.2 Representations and Warranties of the Buyer. The Buyer represents and warrants to the Seller as follows:

(i) The Buyer has full power, right, and capacity and lawful authority to execute, deliver and perform this Agreement;

(ii) The Agreement has been duly executed and delivered by the Buyer, and is a valid and binding obligation of the Buyer, enforceable in accordance with its terms; and

(iii) Buyer has not agreed to incur, directly or indirectly, any liability for brokerage or finders' fees, agents' commissions or other similar charges in connection with this Agreement or any of the transactions contemplated hereby.

3. Miscellaneous.

3.1 Notices. All notices, requests, demands and other communications hereunder will be in writing, and will be deemed to have been delivered (i) on day of delivery

when delivered by hand, or (ii) five (5) days following the date of deposit in the United States mail, by registered or certified mail, postage prepaid, return receipt requested, or (iii) on the delivery date shown on a written verification of delivery provided by a reputable overnight courier service (e.g., FedEx, UPS or Express Mail), if addressed to the last address provided to the sender by the addressee in writing, or to the addresses listed below the parties respective signatures.

3.2 Governing Law and Venue. This Agreement shall be governed in all respects by the laws of the State of Florida, without regard to any provisions thereof relating to conflicts of laws among different jurisdictions. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, without regard to principles of conflicts of law that would result in the application of laws of another jurisdiction. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought against either of the parties exclusively in the courts of the State of Florida, County of Pinellas, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

3.3 WAIVER OF TRIAL BY JURY. BUYER AND SELLER HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY FOR ANY LITIGATION ARISING WITH RESPECT TO THIS AGREEMENT OR THE SUBJECT MATTER OF THIS AGREEMENT.

3.4 Entire Agreement; Amendment. This Agreement and the other documents delivered pursuant hereto constitute the full and entire understanding and agreement among the parties with regard to the subjects hereof and thereof and supersede all prior agreements and understandings relating thereto. Neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument signed by the party against whom enforcement of any such amendment, waiver, discharge or termination is sought.

3.5 Expenses. Seller and Buyer shall each bear the expenses and legal fees incurred on their own behalf with respect to this Agreement and the transactions contemplated hereby.

3.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which may be executed by only one party, which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

3.7 Severability. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without such provision; provided that no such severability shall be effective if it materially changes the economic benefit of this Agreement to any party.

3.8 Survival. All warranties, representations, covenants and other agreements of the parties contained in this Agreement shall survive the execution, delivery, performance, and termination of this Agreement and shall continue in full force and effect after the Closing Date subject to applicable statute of limitations, if any, or earlier termination as provided in this Agreement. If notice of any claim for breach of representation, warranty, covenant, obligation or agreement is given prior to the expiration of the relevant period of limitation, such claim shall survive until finally resolved and satisfied in full.

3.9 Benefit and Binding Effect. The terms and provisions of this Agreement will be binding upon and inure to the benefit of the parties, their heirs, personal representatives, legal representatives, and assigns.

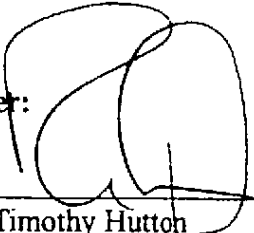
3.10 Attorneys' Fees. If any party will retain or engage an attorney or attorneys to collect, enforce, or protect such party's interest with respect to this Agreement, the prevailing party will be entitled to receive payment of all costs and expenses of collection, enforcement or protection, including reasonable attorneys' fees, whether or not suit is brought and through all appeals.

3.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original but all of which taken together shall constitute one and the same instrument. A facsimile signature shall have the same effect as an original signature.

[Signature Page Next]

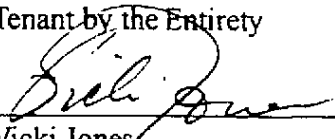
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Seller:

By: 
Timothy Hutton

Tenant by the Entirety

Witnessed: _____

By: 
Vicki Jones

Tenant by the Entirety

Address:

7958 Thistletree Lane
Frisco, TX 75033

Buyer:

By: 
Jon Mark Schleyer

Tenant by the Entirety

Address:

417 Jordan Farm Circle
Rockwall, TX 75087

By: 
Thomas Eugene Brand

Rachel M. Brand
Thomas Eugene Brand

Rachel Michele Brand
Tenants by the Entirety

Address:

813 White Buffalo Lane
Heath, TX 75032

EXHIBIT
ASSIGNMENT OF MEMBERSHIP INTEREST

For value received, Timothy Hutton and Vicki Jones, husband and wife, in a tenancy by the entireties ("Assignor"), do hereby grant, transfer and assign to Jon M. Schleyer Trust A and Thomas Eugene Brand and Rachel Michele Brand, husband and wife, in a tenancy by the entireties, all of Assignor's right, title and interest in and to Assignor's interest in DIAMANTE CASITA 18, LLC, a Florida limited liability company (the "Company"), including, but not limited to, a one hundred percent (100%) membership interest in the Company (the "Membership Interest"), free and clear of all liens, encumbrances and options whatsoever, which covenant shall survive the execution and delivery of this Assignment of Membership Interest.

Assignor hereby withdraws as a Member of the Company.

Dated effective as of the 3rd day of October, 2022.

Assignor:

By: 

Timothy Hutton, Tenant by the Entirety

By: 

Vicki Jones, Tenant by the Entirety