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(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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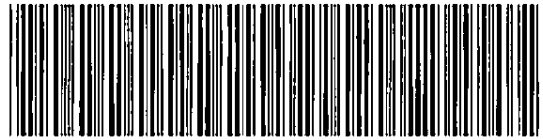
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## COVER LETTER

**TO: Registration Section  
Division of Corporations**

**SUBJECT: THE LOCAL HEN 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:

DIANA BOLIVAR

\_\_\_\_\_  
Name of Person

THE LOCAL HEN LLC

\_\_\_\_\_  
Firm/Company

2112 Whiting Trail

\_\_\_\_\_  
Address

Orlando, FL 32820

\_\_\_\_\_  
City/State and Zip Code

DIANA@DIANABOLIVAR.COM

\_\_\_\_\_  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

DIANA BOLIVAR

407 432-7916

\_\_\_\_\_  
Name of Person

at (\_\_\_\_\_) \_\_\_\_\_  
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 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**

THE LOCAL HEN 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 09/16/2022 and assigned  
Florida document number L22000405593.

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 "LLC."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

**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>
AMBR	IMMIGRIT LLC	2112 WHITING TRAIL	<input type="checkbox"/> Add
		ORLANDO, FL 32820	<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
AMBR	TONKA OVIEDO LLC	12001 AVALON LAKE DRIVE, SUITE 202	<input type="checkbox"/> Add
		ORLANDO, FL 32828	<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
AMBR	DIANA BOLIVAR	2112 WHITING TRAIL	<input checked="" type="checkbox"/> Add
		ORLANDO, FL 32820	<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
MGR	LUIS QUEVEDO	2112 WHITING TRAIL	<input checked="" type="checkbox"/> Add
		ORLANDO, FL 32820	<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<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.)*

Attached, please find The Assignment of Membership Interests.

and Articles of Organization of Immigrit LLC. To inform about changes in membership for The Local Hen LLC

Per the agreement, Tonka Oviedo LLC has assigned all membership interests to Immigrit

Immigrit, originally owned by Diana Bolivar and Luis Quevedo. Both parties, Diana Bolivar and Luis Quevedo,

have now agreed that The Local Hen will be solely owned by Diana Bolivar.

**E. Effective date, if other than the date of filing:** 10/22/2024 **(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 November 21, 2024.



Signature of a member or authorized representative of a member

DIANA BOLIVAR

Typed or printed name of signee

## ASSIGNMENT OF MEMBERSHIP INTERESTS

WHEREAS Assignor desires to assign, transfer, and convey Assignee the assignment hereunder pursuant to the terms of the Mutual General Release Agreement executed between the parties dated August 29, 2024 (the "Settlement Agreement");

WHEREAS Assignee desires to accept the assignment of the Membership Interest from Assignor under the terms and conditions set forth in this Assignment and the Settlement Agreement.

### I. ASSIGNMENT

#### 1. Certain Defined Terms.

- (a) Company: THE LOCAL HEN LLC, a Florida limited liability company.
- (b) Assignor: TONKA OVIEDO LLC, a Florida limited liability company.
- (c) Assignee(s): IMMIGRIT LLC, a Florida limited liability company.
- (d) Date of this Assignment: October 22, 2024.
- (e) Assignment: Assignor's entire membership interest, to wit: a forty-nine percent (49%) membership interest in the Company.

This Assignment of Membership Interests (this "**Assignment**") is as follows.

#### 2. Assignment/Notice/Closing

- (a) Assignment. Subject to the terms and conditions of this Assignment, Assignor agrees to, and does hereby sell, assign, convey and transfer to Assignee(s), the entire membership interest in and to the Company (collectively, "Assignor's Rights").
- (b) Notice of Assignment. Simultaneously with the execution of this Assignment by Assignor and Assignee, Assignor shall deliver to Company the Notice of Assignment attached here as Exhibit A and made a part hereof (the "**Notice**"). and shall use reasonable efforts to return to Assignee a copy of such Notice, bearing Company's acknowledgment and acceptance of such assignment. Assignor's obligations hereunder are contingent upon Assignor obtaining the written consent of Company to this Assignment.
- (a) Consideration; Contingency. Simultaneously with the execution of this Agreement by

Assignee. Assignee shall tender ONE HUNDRED AND NO/100 DOLLARS (\$100.00

USD) as sufficient compensation to Assignor, upon execution of the Agreement as consideration for this Agreement.

- (c) Closing; Delivery. The assignment of the membership interest shall take place at 10:00 am, the \_\_\_\_\_ day of October, 2024 in Orlando, Florida, or at such other time and place as the Assignee and the Assignor mutually agree upon, orally or in writing (which time and place are designated as the "Closing"). At Closing, the Assignor shall deliver to Assignee a certificate representing the membership interest being assigned to Assignee at such, if any such exists.

## **II. REPRESENTATIONS AND WARRANTIES**

### **1. Assignor's Representations and Warranties.**

As a material inducement to Assignee to execute this Assignment, Assignor makes the following representations and warranties to Assignee, which representations and warranties are being relied upon by Assignee (notwithstanding any independent inspections or inquiries of Assignee):

(a) Assignor is the absolute owner of his membership interest in the Company with full power and authority to assign such interest to Assignee without requirement of the consent of any person or entity;

(b) No consent of any creditor, investor, partner, shareholder, tenant-in-common, judicial or administrative body, or other governmental body or agency, or other party is required in connection with Assignor's execution, delivery and performance of this Assignment;

(c) The membership interest described herein has been duly authorized, validly issued and is fully paid and non-assessable;

(d) There is no Assignment, instrument or court order to which Assignor is a party or binding on Assignor which is in conflict with this Assignment;

(e) There is no claim, action, suit, arbitration, complaint, charge, investigation, or proceeding pending or, to Assignor's knowledge, threatened against Assignor that challenges or impairs Assignor's ability to execute, deliver or perform under this Assignment;

(f) There is no claim, action, suit, proceeding, arbitration, complaint, charge or investigation pending or to Assignor's knowledge, currently threatened against Assignor or any officer, director or employee of Assignor arising out of their employment or management relationship with the Company. Neither Assignor nor, the Company, any of its officers, directors or members is a party or is named as subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality (in the



case of officers, directors or members, such as would affect the Assignee). There is no action, suit, proceeding or investigation by the Assignor pending or which the Assignor

intends to initiate. The foregoing includes, without limitation, actions, suits, proceedings or investigations pending or threatened in writing (or any basis therefor known to Assignor) involving the prior employment of any of Assignor's employees, their services provided in connection with the Assignor's business, or any information or techniques allegedly proprietary to any of their former employers, or their obligations under any Assignments with prior employers.

(g) The Company is duly organized, validly existing in good standing under the laws of Title 3 of the Business Organizations Code of the State of Florida, has full corporate power and authority to own its properties, conduct its business, enter into this Assignment and generally to perform its obligations provided for in this Assignment;

(h) There are no warrants, options, subscription rights, convertible securities or other instruments or commitments providing for the issuance or sale by the Company of additional membership interests; and

(i) Prior to the closing and consummation of this Assignment, the Company will not without the prior written consent of the Assignee:

1. cancel, amend, modify, assign, encumber or in any way discharge or terminate any of its contracts, leases or commitments;
2. sell, distribute, dispose of, encumber, mortgage, hypothecate, or otherwise impair any of its assets or properties other than sales or dispositions in its usual and ordinary course of business;
3. enter into any transaction that is not in the usual and ordinary course of business;
4. enter into any Assignments affecting its business or which, when compared with previous operations, are unusual, extraordinary or outside the scope of the normal course of routine operations;
5. incur any indebtedness other than by way of trade payables;
6. make any distributions of property including, without limitation, distributions to any of its Members or employees by way of distribution, return of capital or repayment of loan; or enter into any Assignment contemplating any of the foregoing;
7. purchase any assets or properties (or execute a contract to such effect) other than in the ordinary course of business;
8. make any contracts or Assignments; or



9. make any change in its Articles of Organization or Operating Assignment.

(k) Assignor shall cooperate with Assignee in the transfer of any licenses, contracts, or other memberships which the Company currently is part of, member, or otherwise derives work, income, or has the potential thereof.

2. **Assignee's Representations and Warranties.**

As a material inducement to Assignor to execute this Assignment, Assignee makes the following representations and warranties to Assignor, which representations and warranties are being relied upon by Assignor:

(i) Assignee is an individual with full power and authority to enter into and carry out the terms and provisions of this Assignment and the transactions contemplated hereby. Assignee's execution, delivery and performance of this Assignment and all other Assignments or instruments contemplated hereby are and will be the legal, valid and binding obligations of Assignee, enforceable in accordance with their terms;

(ii) There is no Assignment, instrument or court order to which Assignee is a party or binding on Assignee that is in conflict with this Assignment;

(iii) There is no action or proceeding pending or, to Assignee's knowledge, threatened against Assignee, that challenges or impairs the ability of Assignee to execute, deliver or perform under this Assignment;

(iv) No consent of any creditor, investor, partner, shareholder, tenant-in-common, judicial or administrative body, or other governmental body or agency is required in connection with Assignee's execution, delivery and performance of this Assignment; and

(v) Assignee is of the financial liquidity and capacity to enter and satisfy all of the undertakings herein contemplated by this Assignment.

(vi) Assignee understands that no public market now exists for the membership interest, and that the Assignee has made no assurances that a public market will ever exist for the membership interest.

(vii) Neither the Assignee, nor any of its officers, directors, employees, agents, members or partners has either directly or indirectly, including through a broker or finder engaged in any general solicitation, or published any advertisement in connection with the offer and sale of the membership interest.

3. **Brokers.**

Assignor and Assignee each represent and warrant to the other that it has not dealt with any real estate broker, sales person, finder or other intermediary in connection with the transaction contemplated by this Assignment.

**III. MISCELLANEOUS**

1. **Parties Bound.**

This Assignment shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devisees of the parties.

2. **Headings.**

The article and section headings of this Assignment are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

3. **Invalidity and Waiver.**

If any portion of this Assignment is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Assignment shall be deemed invalid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Assignment shall be deemed not to be a waiver of such party's right to enforce against the other party the same or any other such term or provision.

4. **Applicable Law, Jurisdiction, and Venue.**

This Assignment shall be governed, construed and interpreted according to the internal laws of the State of Florida. Assignee hereby irrevocably and unconditionally consents to the jurisdiction of Seminole County, Florida with regard to any and all litigation as may arise from or in connection with this Assignment. Assignee shall not assert, and does waive, that any other forum is inconvenient.

5. **Survival.**

All representations, warranties, indemnities, Assignments and covenants made hereunder by either party shall survive the assignment to Assignee or its successor or assigns.

6. **No Third Party Beneficiary.**

This Assignment is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third party beneficiary, decree, or otherwise.

7. **Entirety and Amendments.**

This Assignment embodies the entire Assignment between the parties and supersedes all prior Assignments and understandings relating to the subject matter hereof. This Assignment may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

8. **Further Assurances.**

In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by each party hereto, each party hereto agrees to perform, execute and deliver, but without any obligation to incur any additional liability or expense, any further deliveries and assurances as may be reasonably requested by the other party hereto in furtherance of the transactions contemplated hereby.

9. **Execution in Counterparts.**

This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Assignment. To facilitate execution of this Assignment, the parties may execute and exchange by telephone facsimile counterparts of the signature pages.

10. **Joint and Several.**

The obligations of Assignor and Company hereunder shall be joint and several.

11. **Waiver of Trial by Jury.**

THE ASSIGNEE AND THE ASSIGNOR KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ASSIGNMENT, ANY OTHER DOCUMENT AND ANY OTHER ASSIGNMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS

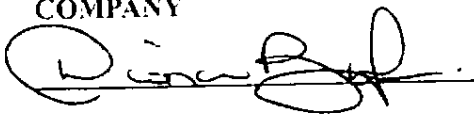
(WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY, WHETHER IN CONNECTION WITH THE MAKING OF THIS ASSIGNMENT, COLLECTION THEREUNDER, OR OTHERWISE. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE ASSIGNOR ENTERING INTO THIS ASSIGNMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the 22 day of October, 2024.

ASSIGNOR:  
TONKA OVIEDO LLC,  
A FLORIDA LIMITED LIABILITY  
COMPANY

  
by: Giovanni Rodriguez, as its Manager

ASSIGNEES:  
IMMIGRIT LLC,  
A FLORIDA LIMITED LIABILITY  
COMPANY

  
by: Diana Bolivar, as its Manager

**EXHIBIT "A"**

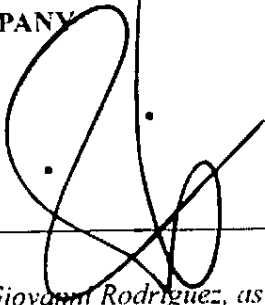
**NOTICE TO COMPANY  
THE LOCAL HEN LLC  
(The "Company")**

Dear Managing Member:


Please be advised that Tonka Oviedo LLC ("Assignor") has assigned a forty-nine percent (49%) membership interest in the Company to Immigrit LLC ("Assignee").

Please execute the enclosed JOINDER AND CONSENT OF COMPANY for the purposes described above.

**ASSIGNOR:  
TONKA OVIEDO LLC,  
A FLORIDA LIMITED LIABILITY  
COMPANY**

  
by: Giovanni Rodriguez, as its Manager

**ASSIGNEES:  
IMMIGRIT LLC,  
A FLORIDA LIMITED LIABILITY  
COMPANY**

  
by: Diana Bolivar, as its Manager



## JOINDER AND CONSENT OF COMPANY

### THE LOCAL HEN LLC

The undersigned, on behalf of the Company hereby (a) acknowledges receipt of the foregoing Notice of Assignment this \_\_\_\_ day of October 2024; (b) acknowledges that it has received no other notice of assignment of Assignor's interest under the Company; and (c) accepts that, from and after the date of this Assignment, Assignee is the owner and holder of the entire one hundred percent (100%) membership interest in the Company.

Further, Company makes the following representations to Assignee:

- (a) Company is a limited liability company, duly formed and validly existing in the State of Florida and has full power and authority to enter into and carry out the terms and provisions of this Assignment and the transactions contemplated hereby, Company's execution, delivery and performance of this Assignment and all other Assignments or instruments contemplated hereby are the legal, valid and binding obligations of Company, enforceable in accordance with their terms;
- (b) No consent of any creditor, investor, partner, member, tenant-in-common, judicial or administrative body, or other governmental body or agency, or other party is required in connection with Company's execution, delivery and performance of this Assignment; and
- (c) There is no Assignment, instrument or court order to which Company is a party or binding on Company which is in conflict with this Assignment.

Dated: October 22 2024

**The Local Hen LLC, a**  
Florida limited liability company

By:   
Diana Bolivar, *Manager*