

L09000037393

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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(Document Number)

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TALLAHASSEE, FLORIDA  
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**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** Brican Financial Services, L.L.C  
(Name of Limited Liability Company)

The enclosed member, managing member or manager resignation and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Jean Francois Vincens  
(Contact Person)

Brican Financial Services, LLC  
(Firm/Company)

13030 S.W. 128 Street  
(Address)

Miami, FL 33186  
(City/State and Zip Code)

For further information concerning this matter, please call:

Maria Roman at ( 305 ) 666-2929 ext. 32  
(Name of Contact Person) (Area Code & Daytime Telephone Number)

Enclosed please find a check made payable to the Florida Department of State for:

\$25 Filing Fee

\$55 Filing Fee &  
Certified Copy

**STREET/COURIER ADDRESS:**

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

**MAILING ADDRESS:**

Registration Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

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TALLAHASSEE, FLORIDA  
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FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS

**RESIGNATION OF MEMBER, MANAGING MEMBER OR MANAGER  
FROM FLORIDA OR FOREIGN LIMITED LIABILITY COMPANY**

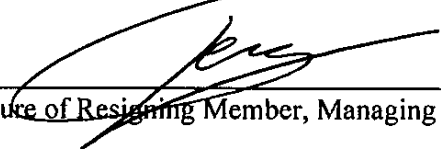
1. The name of the limited liability company as it appears on the records of the Florida Department of State is: Brican Financial Services, L.L.C

2. This limited liability company was organized under the laws of:  
Florida

3. The Florida document/registration number of this limited liability company is:  
L09000037393

4. I, Jacques Lemacon, hereby resign as a Manager  
*(Print Name of Person Resigning)* *(Print Title)*

of this limited liability company and affirm the limited liability company has been notified of my resignation in writing.

  
Signature of Resigning Member, Managing Member or Manager

Filing Fee: \$25.00 (Required)  
Certified Copy: \$30.00 (Optional)

2011 DEC -8 PM 1:01  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

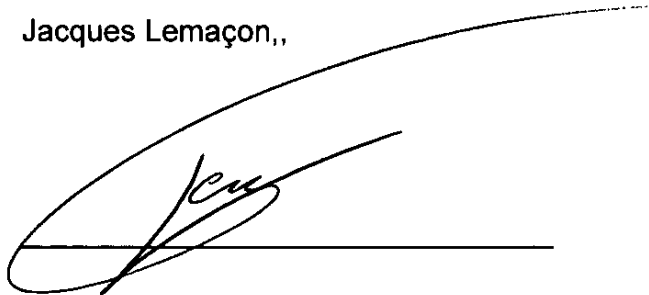
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To the Board of Directors, (of Brican Financial Services LLC)

Please accept my resignation as a managing member, officer and director of Brican Financial Services LLC., effective November 21st, 2011.

Sincerely,

Jacques Lemaçon,,

A handwritten signature in black ink, appearing to read 'JL', is written over a horizontal line. The signature is stylized and cursive.

## ASSIGNMENT OF MEMBERSHIP INTEREST AND RESIGNATION

THIS ASSIGNMENT OF MEMBERSHIP INTEREST AND RESIGNATION (the "Assignment") is made as of this 21st day of November, 2011 by and between **Jacques Lemaçon** ("Assignor") and **Brican Financial Services, LLC**, a Florida limited liability company ("Assignee" or the "Company").

### RECITALS

A. Assignor owns and holds a 50 % membership interest (the "Membership Interest") in the Company.

B. Assignor has agreed to withdraw as a Member and to assign the Membership Interest to Assignee upon terms as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals; Definitions. The foregoing recitals are true, correct and complete and are incorporated by reference. All capitalized terms used herein shall have the meaning ascribed to them in the Operating Agreement of the Company (the "Operating Agreement") unless otherwise defined herein.

2. Assignment. Assignor hereby withdraws as a Member and sells, assigns, transfers and conveys to the Assignee, her successors and assigns, all of Assignor's right, title and interest in and to the Membership Interest, together with the Assignor's Capital Account and all proceeds, distributions (cash or otherwise), profits and other compensation in respect of the Membership Interest whether now or hereafter due and owing.

3. Representations and Warranties. Assignor hereby makes the following representations and warranties to Assignee:

- a) Assignor is the owner and holder of the Membership Interest and all rights relative thereto and has not assigned his voting rights, or contracted or agreed to sell, granted any options to purchase or right of first refusal or otherwise agreed to convey any of his rights with respect to the Membership Interest.
- b) The Membership Interest is free and clear of all liens and encumbrances.
- c) Assignor has made no loans to the Company that remain outstanding.
- d) This Assignment constitutes a valid and legally binding obligation of Assignor, enforceable against him in accordance with its terms.
- e) Assignor shall continue to be bound by the obligations in Section 12.1 of the Operating Agreement.

These representations and warranties shall survive this Assignment.

4. Waiver. Assignor forever disclaims and hereby waives any and all claims or demands it may have against the Company or Assignee, including but not limited to demands for distributions, a return of Capital Contributions or unreturned capital.

5. Indemnification. Assignee agrees to indemnify and hold Assignor harmless from any and claims, damages and other liability relative to the Company from and after the date hereof.

6. Resignation. Assignor hereby resigns as Manager of the Company effective as of the date hereof.

7. Bank Accounts. Assignor shall take all necessary action to withdraw as a signatory on any Company bank accounts.

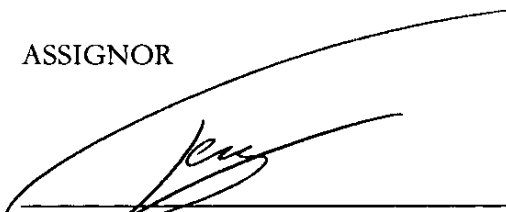
8. Further Assurances. Assignor covenants and agrees with Assignee that it shall, upon request of Assignee, execute and/or deliver and/or cause to be made, done, executed and/or delivered all such further and lawful act, deeds, things, devices, agreements, instruments, amendments and assurances whatsoever for the better or more perfect and absolute performance of the terms, conditions and provisions of this Assignment.

10. Litigation. Assignee agrees to indefinitely assume the financial cost of defending the Assignor in any litigation actions engaged against him in relation to his role, title or position in the Assignor and any related entities.

9. Successors and Assigns. This Assignment shall inure to the benefit of, and be binding on, the parties hereto and their respective heirs, personal representatives successors and assigns.

IN WITNESS WHEREOF, this Assignment has been executed as of the date set forth above.

ASSIGNOR

  
\_\_\_\_\_  
Jacques Lemaçon,

Date: NOV, 21st, 2011

ASSIGNEE

  
**Brican Financial Services, LLC**

By: \_\_\_\_\_  
Jeff Vincens  
Managing Member

Date: DEC, 1, 2011

**MEMBER CONSENT TO WITHDRAWAL**

The undersigned, being the remaining Member of the Company, hereby consent to the foregoing member withdrawal and the corresponding transfer of the Membership Interest to the Company.



Jeff Vincens

Date: DEC, 1<sup>st</sup>, 2011