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1. ECOBOOMER FLORIDA, LLC
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NEW FILINGS

- ☒ Profit
- ☐ Not for Profit
- ☐ Limited Liability
- ☐ Domestication
- ☐ Other

AMENDMENTS

- ☐ Amendment
- ☐ Resignation of R.A., Officer/Director
- ☐ Change of Registered Agent
- ☐ Dissolution/Withdrawal
- ☐ Merger

OTHER FILINGS

- ☐ Annual Report
- ☐ Fictitious Name

REGISTRATION/QUALIFICATION

- ☐ Foreign
- ☐ Limited Partnership
- ☐ Reinstatement
- ☐ Trademark
- ☐ Other

Examiner's Initials

**ARTICLES OF ORGANIZATION
OF
ECOBOOMER FLORIDA, LLC**

The undersigned, being authorized to execute and file these Articles of Organization, hereby certifies that:

ARTICLE I – Name

The name of the Limited Liability Company is: **ECOBOOMER FLORIDA, LLC**

ARTICLE II – Address

The mailing address and street address of the principal office of the Limited Liability Company is:

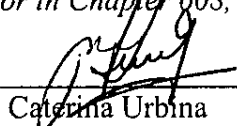
1250 S. Miami Avenue, Apt 3306
Miami, Florida 33130

ARTICLE III – Registered Agent/Office

The name and Florida street address of the registered agent is:

Caterina Urbina
1250 S. Miami Avenue, Apt 3306
Miami, Florida 33130

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, the undersigned hereby accepts the appointment as registered agent and agrees to act in this capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of its duties, and is familiar with and accepts the obligations of its position as registered agent as provided for in Chapter 608, F.S.


Caterina Urbina

ARTICLE IV

The company will be manager-managed.

The undersigned member executed these Articles of Organization this 25 day of September, 2011.

By: 
Jorge Velasco, Manager Member

(In accordance with section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

OPERATING AGREEMENT
of
ECOBOOMER FLORIDA, LLC
(A Florida Limited Liability Company)

THIS OPERATING AGREEMENT (the "Operating Agreement") is entered into by the undersigned **JORGE VELASCO** (the "Member," and together with any additional members that may be admitted to the Company pursuant to Article 14 hereof, (the "Members") of ECOBOOMER FLORIDA, LLC effective as of the 25 day of September, 2011.

RECITAL

The Member desire to form ECOBOOMER FLORIDA, LLC a limited liability company (the "Company"), under the Florida Limited Liability Company Act for the purposes set forth herein, and, accordingly, desire to enter into this Operating Agreement in order to set forth the terms and conditions of the business and affairs of the Company and to determine the rights and obligations of its Member.

NOW, THEREFORE, the Member, intending to be legally bound by this Operating Agreement, hereby agree that the limited liability company operating agreement of the Company shall be as follows:

ARTICLE I

DEFINITIONS

When used in this Operating Agreement, the following terms shall have the meanings set forth below.

1.1 "Act" means the Florida Limited Liability Company Act, as amended from time to time, **Chapter 608.401-608.514**, of the Florida Statutes (or the corresponding provision(s) of any succeeding law).

1.2 "Capital Contribution(s)" means the amount of cash and the agreed value of property, services rendered, or a promissory note or other obligation to contribute cash or property or to perform services contributed by the Members for each Member's interest in the Company, equal to the sum of each Member's initial Capital Contributions plus each Member's additional Capital Contributions, if any, made pursuant to **Sections 4.1 and 4.2**, respectively.

1.3 "Code" means the Internal Revenue Code of 1986 and the regulations promulgated thereunder, as amended from time to time (or any corresponding provision or provisions of succeeding law).

1.4 "Members" mean the undersigned or the assignee or transferee of the Members pursuant to this Operating Agreement.

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TALLAHASSEE, FLORIDA

1.5 "Membership Interest or Interests" means the entire ownership interest of a Member in the Company at any particular time, as set forth on Schedule A attached hereto, including such Member's rights to any and all distributions, allocations and other incidents of participation in the Company to which such member may be entitled as provided in this Operating Agreement and under the Act, together with the obligations of such Member to comply with all of the terms and provisions of this Operating Agreement and the Act, and further including its, his or her Capital Contribution hereunder.

1.6 "Person" means any individual, partnership, firm, corporation, limited liability company, joint-stock company, trust or other entity.

ARTICLE II

FORMATION

2.1 Organization. The Members hereby organize the Company as a manager-managed Florida limited liability company pursuant to the provisions of the Act.

2.2 Effective Date. The Company shall come into being on, and this Operating Agreement shall take effect from, the date of Articles of Organization of the Company is filed with the Florida Secretary of State.

2.3 Principal Place of Business: The principal place of business of the Company shall be at 1250 S. Miami Avenue Apt. 3306, Miami, Florida 33130.

2.4 Operating Agreement: Invalid Provisions. The Members, by executing this Operating Agreement, hereby agree to the terms and conditions of this Operating Agreement, as they may from time to time be amended. To the extent any provision of this Operating Agreement is prohibited or ineffective under the Act, this Operating Agreement shall be deemed to be amended to the least extent necessary in order to make this Operating Agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way to validate any provision of this Operating Agreement that was formerly invalid, such provision shall be considered to be valid from the effective date of such amendment or interpretation.

ARTICLE III

PURPOSE: NATURE OF BUSINESS

3.1 Purpose: Nature of Business. The purpose of the Company shall be to engage in any lawful business that may be engaged in by a limited liability company organized under the Act, as such business activities may be determined by the Members from time to time. The Company shall have the authority to do all things necessary or convenient to accomplish its purpose and operate its business as described in this Section 3.1.

3.2 Powers. The Company shall have all powers of a limited liability company under the Act and the power to do all things necessary or convenient to accomplish its purpose and operate its business as described in Section 3.1, hereof.

ARTICLE IV

MEMBER AND CAPITAL

4.1 Members and Initial Capital Contribution. The name, address and value of the initial Capital Contribution of the Members shall be set forth on Schedule A attached hereto.

4.2 Additional Capital Contributions. The Members shall have no obligation to make any additional Capital Contributions to the Company. The Members may make additional Capital Contributions to the Company as a majority in Membership Interests, (as determined pursuant to Section 9.1) of the Members determine are necessary, appropriate or desirable.

ARTICLE V

TRANSFERS OF MEMBERSHIP INTEREST

5.1 Restrictions on Transfers. Membership Interests may be Transferred, as defined below, in whole or in part only in accordance with the following provisions:

(a) For purposes of this Operating Agreement, the term "Transfer" or "Transferred" shall mean the sale, assignment, transfer, pledge, encumbrance, or other disposition, by operation of law or otherwise, of Membership Interests.

(b) Membership Interests shall not be Transferred without the following. Provided, however, that a Transfer to any Acceptable Transferee shall not be subject to 5.1(b)(2):

- (1) The full compliance with the terms of this Article 5;
- (2) The consent of a majority in Membership Interests of the Members;

and

(3) If requested by the Company, an opinion of counsel, satisfactory to the Member(s) owning the remaining Membership Interests, that the Transfer of the Membership Interests does not violate the Securities Act of 1933 or any applicable state securities laws.

(c) Any Transfer of Membership Interests shall be effective only to give the person to whom Transferred (the "Transferee") the right to receive the share of tax allocations and distributions to which the person transferring (the "Transferor") would otherwise be entitled. Except as provided in Section 5.3, no Transferee of a Membership Interest shall have the right to become a substituted Member unless the Member(s) owning the remaining Membership Interest, in the exercise of its or their sole and absolute discretion, expressly consents thereto in writing and the Transferee agrees to be bound by all the terms and conditions of this Operating Agreement as then in effect. Unless and until a Transferee is admitted as a substituted Member, the Transferee shall have no right to exercise any of the powers, rights and privileges of a Membership Interest.

(d) Each member agrees not to Transfer all or any part of its Membership Interests (or take or omit any action, filing election, or other action which could result in a deemed transfer) if such Transfer (either considered alone or in the aggregate with prior transfers by other Members) would result in the termination of the Company for federal income tax purposes. In order to enable the Members to identify Transfers, which could result in such a termination, each Member covenants and agrees to immediately inform the other Members of any Transfers (or deemed Transfers for purposes of the Code).

(e) Any Transfer not in accord with this Article 5 shall be void *ab initio*.

(f) The Company, each Member, and any other person or persons having business with the Company need deal only with Members who are admitted as Members or as substituted Members of the Company, and they shall not be required to deal with any other person by reason of Transfer or assignment of a Membership Interest by a Member or by reason of the death of a Member, except as otherwise provided in this Operating Agreement. In the absence of the substitution (as provided herein) of a Member for an assigning or transferring Member, any Agreement shall acquit the Company and any other Member of all liability to any other persons or entities who may be interested in such payment by reason of assignment or transfer of such Member.

5.2 Involuntary Transfer. The Company shall have an option to purchase the Interest of any Person who becomes a holder of any Membership Interest by virtue of any judicial process, attachment, bankruptcy, receivership, execution, judicial sale, or by operation of law, whenever it may request.

5.3 Acceptable Transferee.

(a) For the purposes of this Operating Agreement, the term "Acceptable Transferee" shall mean persons who are either: (i) any shareholder of any corporate Member or a partner of any Member that is a partnership on the date hereof; (ii) any parent, child, descendant, or sibling of a Member or shareholder of any corporate Member, the spouse of any of the foregoing, or the spouse of the Member; and (iii) any trust or family limited partnership established by a Member, or any trustee, custodian, fiduciary, or formation which will hold the Interests of a Member for charitable purposes or for the benefit of a Member or any of the Persons described in (i) above.

(b) Any Transfer of Membership Interests to an Acceptable Transferee shall be effective to give the Acceptable Transferee the right to receive the share of tax allocations and distributions to which the Transferor would otherwise be entitled, and additionally, the Acceptable Transferee shall have the right to become a substituted Member without a consent in writing from the Member(s) owning the remaining Membership Interest. Upon becoming a substituted Member, the Acceptable Transferee agrees to be bound by all the terms and conditions of this Operating Agreement as then in effect and shall have the right to exercise any of the powers, rights, and privileges of a Membership Interest.

ARTICLE VI

DISTRIBUTIONS AND ALLOCATIONS

6.1 Capital Accounts. Throughout the term of the Company, each Member shall have a separate Capital Account determined and maintained in accordance with the provisions of Treasury Regulations Section 1.704-1(b)(2)(iv) promulgated under Code Section 704(b).

6.2 Distributions and Allocations. All distributions of cash or other assets of the Company shall be made and paid by the Company according to each Member's Membership Interest at such time and in such amounts as a majority in Membership Interests of the Members may determine. All items of income, gain, loss, deduction, and credit shall be allocated to each Member's Membership Interest.

ARTICLE VII

TAXATION

7.1 Income Tax Reporting. The Members are aware of the income tax consequences of the allocations made by Article VI hereof and hereby agree to be bound by the provisions of Article VI hereof in reporting each Member's share of company income and loss for federal and state income tax purposes.

7.2 Tax Status. The Company hereby recognizes and agrees that it shall be subject to all provisions of Subchapter K of Chapter 1 of Subtitle A of the Code, solely for United States federal income tax purposes. The filing with the Internal Revenue Service of U.S. Returns of Partnership Income shall not be construed to expand the purposes of the Company or any obligations or liabilities of the Members.

ARTICLE VIII

RIGHTS, POWERS, AND AUTHORITY OF THE MEMBERS

8.1 Management by the Manager. The management of the Company shall be by the Manager. The initial manager of the Company shall be **Jorge Velasco**. The Manager shall have the full, exclusive and absolute right, power and authority to manage the affairs of the Company and to bind the Company, to make all decisions with respect thereto and to do or cause to be done any and all acts or things deemed by the Manager to be necessary, appropriate or desirable to carry out or further the business of the Company.

8.2 Number, Tenure and Qualifications of Managers. The number of Managers of the Company may be amended from time to time by the vote or written consent of seventy-five percent (75%) of all Membership Interests. Each Manager shall hold office until a successor is elected and qualified by the vote or written consent of at least seventy-five percent (75%) of all Membership Interests. A Manager must be a natural person, eighteen (18) years of age or older but need not be a Member or resident of the State of Florida.

8.3 Power of Managers. Except as set forth in this Operating Agreement, no decision shall be made nor any action taken by the Company unless consented to by the manager. The Manager shall have the power and authority, individually and without the approval of any other party, on behalf of the Company to: (a) lease, (b) open bank accounts; (c) purchase insurance on the business and assets of the Company; (d) commence lawsuits and other proceedings; (e) enter into any agreement, instrument or other writing; (f) retain accountants, attorneys, or other agents; and (g) take any other lawful action that the Manager consider necessary, convenient or advisable in connection with any business of the Company.

8.3a Limitation on Manager's Powers. Notwithstanding the powers conferred on a manager under Section 8.3, the manager shall have no authority or power to take any of the following actions unless first approved in writing by the members:

- a. A sale of all or substantially all of the Company's assets;
- b. The merger or consolidation of the Company with any other business entity; or
- c. Changing the Company's form of business entity.

8.4 Officers. Notwithstanding the above, the Manager shall have the authority to delegate the conduct of the Company's day-to-day business to the officers of the Company (the "Officers") who shall have the authority to take all actions deemed necessary or desirable by the Manager in the daily operations of the Company, except as otherwise provided herein. The officers of the Company shall serve at the pleasure of the Manager. An Officer must be a natural person, eighteen (18) years of age or older but need not be a Member or resident of the State of Florida.

8.5 Conflicts of Interest. No contract or other transaction between the Company and one or more of its Members, Managers, or Officers, or between the Company and any Affiliate of a Member, Manager or Officer, or between the Company and any other corporation, partnership, association, or other organization in which one or more of the Members, Managers or Officers has a financial interest shall be void or voidable or in any way affected solely for this reason, or solely because such Member, Manager or Officer is present at or participates in the meeting which authorized the contract or transaction, or solely because its votes are counted for such purpose. Interested Members may be counted in determining the presence of a quorum at a meeting of the Members, which authorized the contract or transaction. This Section 8.5 shall not be construed to impair, invalidate, or in any way affect any contract or other transaction which would otherwise be valid under the laws (common, statutory, or otherwise) applicable thereto.

8.6 Third Party Reliance. Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of the Members, Managers or Officers as set forth herein.

8.7 Compensation and Expenses. No Member, Manager or Officer who performs services for the Company shall be entitled to compensation for such services or be entitled to any reimbursement of any general overhead expenses incurred by the Members. Each Member, Manager or Officer shall be entitled to reimbursement from the Company for direct out-of-pocket expenses incurred on behalf of the Company and as approved by the Managers or Officers.

8.8 Place of Business, Registered Agent. The Managers or Officers shall have the power, on behalf of the Company, to designate, where required, a registered agent (or other agent for receipt of service of process) in each state or other jurisdiction in which the Company transacts business and to designate, to the extent required, an office, place of business, or mailing address within or without that state or other jurisdiction.

8.9 Bank Accounts; Signature Authority. Funds of the Company shall be deposited in an account or accounts of any bank(s) or other financial institution(s) which are participants in federal insurance programs selected by the Managers or Officers. The Members agree that the Members, Managers or Officers and any officer appointed by a majority in Membership Interests of the Members, (as determined pursuant to Section 9.1), shall have authority to sign checks and other documents on behalf of the company.

ARTICLE IX

MEETINGS OF THE MEMBERS

9.1 Majority Approval Required. All action requiring approval of the Members, unless otherwise specified hereunder or under the Act, shall be undertaken only with the approval of a majority in Membership Interests of the Members, i.e., more than 50% of the Membership Interests in the Company. Such approval shall be obtained through a meeting of the Members or such other means as described in this Section 9.

9.2 Meetings and Member Voting. All meetings of the Members shall be held at such place as may be fixed from time to time by the Members representing a majority in Membership Interests of the Members. Written notice of a meeting stating the place, purpose, date and hour of the meeting shall be given to each member not less than seven nor more than thirty days before the date of the meeting. Business transacted at any meeting of the Members shall be limited to the purposes stated in the notice, unless all Members consent otherwise. The holder of a majority of the Membership Interests, present in person or represented by proxy, shall constitute a quorum at all meetings of the Members for the transaction of business except as otherwise provided by the Act. Each Member shall at every meeting of the Members be entitled to vote in proportion to his or its Membership Interests.

9.3 Action by Written Consent. Any action requiring the approval of the Members may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of Membership Interests having not less than the minimum percentage Membership Interests that would be necessary to authorize or take such action at a meeting at which all Members were present and voted. Prompt notice of the taking of the Member action without a meeting by less than unanimous written consent shall be given to those Members who have not consented in writing. Informal meetings of a majority in Membership Interests of the Members shall decide the day to day operations of the Company that require action or approval by such majority. If these informal meetings are attended by 100% of the Membership Interests, no writing will be required. Meetings may be held by telephonic conference call or through other means of simultaneous communications.

ARTICLE X

DISSOLUTION AND WINDING UP

10.1 Events of Dissolution. The Company shall be dissolved upon the first to occur of (a) the unanimous consent of the Members or (b) the entry of a decree of judicial dissolution under the Act.

ARTICLE XI

BOOKS AND RECORDS

11.1 Books and Records. At all times during the term of the Company, the Managers or Officers shall keep, or cause to be kept, full and faithful books of account, records, and supporting documents, which shall reflect, completely, accurately, and in reasonable detail, each transaction of the Company (including, without limitation, transactions with the Members, Managers or Officers or affiliates of Members, Managers or Officers). The books of account shall be maintained and tax returns prepared and filed in accordance with the method of accounting determined by the Managers or Officers. The cost for preparation of all state and federal tax returns shall be borne by the Company. The books of account, records, and all documents and other writings of the Company shall be kept and maintained either at the principal office of the Company or at the principal office of the Managers or Officers. Each Member or its designated representative shall, upon reasonable notice to the Managers or Officers, have access to such financial books, records, and documents during reasonable business hours and may inspect and make copies of any of them at its own expense. Upon the written request of a Majority in Membership Interests of the Members, the Managers or Officers shall have audited financial statements prepared at the cost of the Company. The Managers or Officers shall cause the Company to keep at its principal office the following:

- (a) A current list of the full name and last known business address of each Member, in alphabetical order;
- (b) A copy of the Articles of Organization and all Articles of Amendment thereto;
- (c) Copies of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent years;
- (d) Copies of this Operating Agreement, and all amendments thereto; and
- (e) Any other information or records required by the Act.

11.2 Fiscal Year. The Company's taxable and fiscal years shall be the same as the taxable and fiscal years of the Members.

ARTICLE XII

LIMITATION OF LIABILITY, INDEMNIFICATION

12.1 Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Members shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Operating Agreement or the Act shall not be grounds for imposing personal liability on the Members for any debts, liabilities or obligations of the Company. Except as otherwise expressly required by law, the Members, in such Member's capacity as such, shall have no liability in excess of (a) the amount of such Member's net Capital Contributions, (b) such Member's share of any assets and undistributed profits of the Company, and (c) the amount of any distributions required to be returned pursuant to Section 608.428 of the Act.

12.2 Indemnification. The Company (including any receiver or trustee of the Company) shall, to the fullest extent provided or allowed by law, indemnify, save harmless and pay all judgments and claims against the Member, the Officers, the directors, and each of the Member's, the Officer's and the Director's agents, affiliates, heirs, legal representatives, successors and assigns (each, an "Indemnified Party") from, against and in respect of any and all liability, loss, damage and expense incurred or sustained by the Indemnified Party in connection with the business of the Company or by reason of any act performed or omitted to be performed in connection with the activities of the Company or in dealing with third parties on behalf of the Company, including costs and attorney's fees before and at trial and at all appellate levels, whether or not suit is instituted (which attorney's fees may be paid as incurred), and any amounts expended in the settlement of any claims of liability, loss or damage, *provided that* the act or omission of the Indemnified Party does not constitute fraud or willful misconduct by such Indemnified Party. The Company shall not be required to pay for any insurance covering liability of the Member, the Officers or the Directors or the Member's, the Officer's or the Director's agents, affiliates, heirs, legal representatives, successors and assigns for actions or omissions for which indemnification is not permitted hereunder; *provided, however*, that nothing contained herein shall preclude the Company from purchasing and paying for such types of insurance, including extended coverage liability and casualty and worker's compensation, as would be customary for any Person owning, managing and/or operating comparable property and engaged in a similar business or from naming the Member, the Officers or the Directors and any of the Member's, the Officer's, or the Director's agents, affiliates, heirs, legal representatives, successors or assigns or any Indemnified Party as additional insured parties thereunder.

12.3 Non-Exclusive Right. The provisions of this Article XII shall be in addition to and not in limitation of any other rights of indemnification and reimbursement or limitations of liability to which an Indemnified Party may be entitled under the Act, common law, or otherwise. Notwithstanding any repeal of this Article XII or other amendment hereof, its provisions shall be binding upon the Company (subject only to the exceptions above set forth) as to any claim, loss, expense, liability, action or damage due to or arising out of matters which occur during or relate to the period prior to any such repeal or amendment of this Article XII.

ARTICLE XIII

AMENDMENT

13.1 Amendment. This Operating Agreement may not be altered or modified except by the written consent of the Members and except as provided for in Section 2.4 herein.

ARTICLE XIV

MISCELLANEOUS

14.1 Binding Effect. This Operating Agreement shall be binding upon and inure to the benefit of the undersigned, its legal representatives, heirs, successors and assigns.

14.2 Applicable Laws. This Operating Agreement and the rights and duties of the Members hereunder shall be governed by, and interpreted and construed in accordance with, the laws of the State of Florida.

14.3 Resignation. A Member may not resign from the Company without the written consent of the other Members. If a Member is permitted to resign pursuant to this Section, an additional member shall be admitted to the Company, subject to Article 14.4 hereof, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Operating Agreement. Such admission shall be deemed effective immediately prior to the resignation, and, immediately following such admission, the resigning member shall cease to be a member of the Company.

14.4 Admission of Additional Members. One (1) or more additional members of the Company may be admitted to the Company with the written consent of the other Members.

14.5 Headings. The article and section, headings in this Operating Agreement are inserted as a matter of convenience and are for reference only and shall not be construed to define, limit, extend or describe the scope of this Operating Agreement or the intent of any provision.

14.6 Number and Gender. Whenever required by the context hereof, the singular shall include the plural, and vice versa and the masculine gender shall include the feminine and neuter genders, and vice versa.

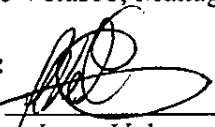
IN WITNESS WHEREOF, this Operating Agreement has been made and executed by the undersigned effective as of the date first written above.

COMPANY:

ECOBOOMER FLORIDA, LLC

By: Jorge Velasco, Manager Member

MEMBER:

By: 
Name: Jorge Velasco
Title: Manager Member

SCHEDULE ANAME, ADDRESS, AND INITIAL
CAPITAL CONTRIBUTION OF THE MEMBERS

<u>Name of Member</u>	<u>Address of Member</u>	<u>Value of Initial Capital Contribution of Member</u>	<u>Initial Membership Interest</u>
Jorge Velasco	1250 S. Miami Avenue, Apt 3306	\$500.00	50%
Caterina Urbina	Miami, Florida 33130	\$500.00	50%
	1250 S. Miami Avenue, Apt 3306		
	Miami, Florida 33130		