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(City/State/Zip/Phone #)

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(Business Entity Name)

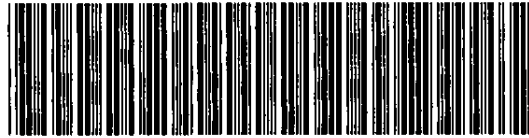
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2012 MAY 29 AM 9:12

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J. SAULSBERRY
EXAMINER

MAY 30 2012

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: LFS BUSINESS CAPITAL, 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:

MAILEN PALACIN

Name of Person

LATIN FINANCIAL STRATEGIES, INC

Firm/Company

2020 PONCE DE LEON BLVD SUITE 1102

Address

CORAL GABLES FL 33134

City/State and Zip Code

mpalacin@lfsbusinesscapital.com

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

For further information concerning this matter, please call:

MAILEN PALACIN

Name of Person

at (305)

477-1706

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/COURIER ADDRESS:

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

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TALLAHASSEE, FLORIDA

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

LFS BUSINESS CAPITAL, 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 02/14/2012 and assigned
Florida document number L12000021990.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

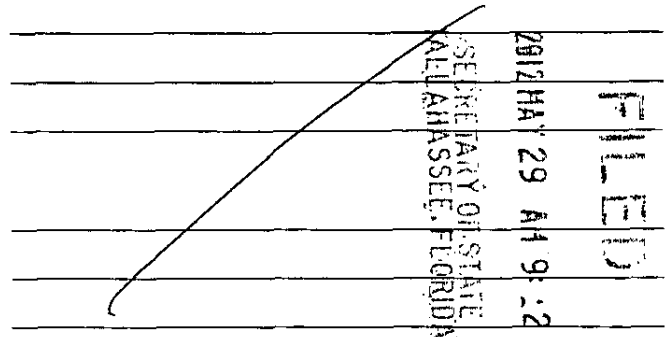
The new name must be distinguishable and end with the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

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

City, Florida 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 608, 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 the Managers or Managing Members on our records, enter the title, name, and address of each Manager or Managing Member being added or removed from our records:

MGR = Manager

MGRM = Managing Member

| <u>Title</u> | <u>Name</u> | <u>Address</u> | <u>Type of Action</u> |
|--------------|---------------------------------|---|--|
| MGR | LATIN FINANCIAL STRATEGIES, INC | 2020 PONCE DE LEON BLVD SUITE 1102 CORAL GABLES, FL 33134 | <input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove |
| MGR | CESAR MONDRAGON | 2020 PONCE DE LEON BLVD SUITE 1102 CORAL GABLES, FL 33134 | <input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove |
| MGR | MAILEN PALACIN | 2020 PONCE DE LEON BLVD SUITE 1102 CORAL GABLES, FL 33134 | <input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove |
| | | | <input type="checkbox"/> Add <input type="checkbox"/> Remove |
| | | | <input type="checkbox"/> Add <input type="checkbox"/> Remove |
| | | | <input type="checkbox"/> Add <input type="checkbox"/> Remove |

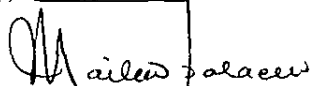
D. If amending any other information, enter change(s) here: (Attach additional sheets, if necessary.)

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TALLAHASSEE, FLORIDA

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Dated MAY 11, 2012



Signature of a member or authorized representative of a member

MAILEN PALACIN

Typed or printed name of signee

**OPERATING AGREEMENT
OF
LFS BUSINESS CAPITAL, LLC**

This Operating Agreement ("**Agreement**") of LFS BUSINESS CAPITAL, LLC (the "**Company**"), effective as of February 16, 2012 (the "**Effective Date**"), is entered into by LATIN FINANCIAL STRATEGIES INC., as the sole member of the Company (the "**Member**").

WHEREAS, the Company was formed as a limited liability company on February 16, 2012 by the filing of a Articles of Organization with the Secretary of State of the State of Florida pursuant to and in accordance with the Florida Limited Liability Act, as amended from time to time (the "**Act**"); and

WHEREAS, the Member agrees that the membership in and management of the Company shall be governed by the terms set forth herein.

NOW, THEREFORE, the Member agrees as follows:

1. Name. The name of the Company is LFS BUSINESS CAPITAL, LLC.
2. Purpose. The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the Act and to engage in any and all activities necessary or incidental thereto.
3. Principal Office; Registered Agent.
 - (a) Principal Office. The location of the principal office of the Company shall be 2020 Ponce de Leon Blvd., Suite 1102, Coral Gables, Florida 33134, or such other location as the Member may from time to time designate.
 - (b) Registered Agent. The registered agent of the Company for service of process in the State of Florida and the registered office of the Company in the State of Florida shall be that person and location reflected in the Articles of Organization. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Member shall promptly designate a replacement registered agent or file a notice of change of address, as the case may be, in the manner provided by law.
4. Members.
 - (a) Initial Member. The name and the business, residence or mailing address of the Member is as follows:

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Name

LATIN FINANCIAL STRATEGIES,
INC

Address

2020 Ponce de Leon Blvd., Suite
1102
Coral Gables, Florida 33134

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TALLAHASSEE, FLORIDA

- (b) Additional Members. One or more additional members may be admitted to the Company with the consent of the Member. Prior to the admission of any such additional members to the Company, the Member shall amend this Agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary.
- (c) Membership Interests; Certificates. The Company will not issue any certificates to evidence ownership of the membership interests.

5. Management.

- (a) Powers of the Manager. Except as otherwise expressly provided in this Agreement or the Articles or as determined by the Member, all of the business and affairs of the Company shall be managed by or under the direction of the person(s) appointed, elected or designated from time to time as managers of the Company (the "**Managers**").
- (b) Limitation on Powers of Managers. Notwithstanding anything to the contrary contained in this Agreement, the Managers may not, without the approval of the Member:
 - (i) do any act in contravention of this Agreement;
 - (ii) do any act that would make it impossible to carry on the ordinary business of the Company, except as expressly provided in this Agreement;
 - (iii) execute or deliver any general assignment for the benefit of the creditors of the Company;
 - (iv) assign rights in specific Company property for other than a Company purpose;
 - (v) knowingly or willingly do any act (except an act expressly required by this Agreement) that would cause the Company to become an association taxable as a corporation;



- (vi) sell all or substantially all of the assets of the Company, mortgage or voluntarily place a lien on any of the assets of the Company or merge the Company with or into another entity;
- (vii) knowingly or willingly do any act that contravenes those acts prohibited by any written consent or resolution of the Member;
- (viii) borrow funds in excess of \$50,000.00;
- (ix) encumber the assets of the Company; or
- (x) enter into any contract that obligates the Company to an aggregate amount of greater than \$50,000.00.
- (c) Number, Appointment and Tenure of Manager(s). The initial Managers of the Company shall be **LATIN FINANCIAL STRATEGIES, INC** Member from time to time may fix the number of managers and appoint such other Managers by the affirmative vote of the Member, but in no instance shall the number of Managers be less than one, and no decrease in the number of Managers shall have the effect of shortening the term of any incumbent Manager, unless the Member removes the Manager.
- (d) Removal and Resignation of a Manager.
- (i) Any Manager may be removed from such position at any time by the Member.
- (ii) Any Manager may resign from such position at any time upon giving thirty (30) days' prior written notice to the Member.
- (e) Quorum and Voting. A majority of all of the Managers constitutes a quorum for the transaction of business. The act of the majority of the Managers constitutes the act of the Managers.
- (f) Election of Officers; Delegation of Authority. The Managers may, from time to time, designate one or more officers with such titles as may be designated by the Managers to act in the name of the Company with such authority as may be delegated to such officers by the Managers (each such designated person, an "**Officer**"). Any such Officer shall act pursuant to such delegated authority until such Officer is removed by the Managers. Any action taken by an Officer designated by the Managers pursuant to authority delegated to such Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any officer set forth in this Agreement and any instrument designating such officer and the authority delegated to him or her.

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TALLAHASSEE, FLORIDA

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6. Liability of Member; Indemnification.

- (a) Liability of Member. To the fullest extent permitted under the Act, the Member, whether acting as the Member, in its capacity as the manager of the Company, or in any other capacity, shall not be liable for any debts, obligations or liabilities of the Company or each other, whether arising in tort, contract or otherwise, solely by reason of being a Member.
- (b) Indemnification. To the fullest extent permitted under the Act, the Member (irrespective of the capacity in which it acts) shall be entitled to indemnification and advancement of expenses from the Company for and against any loss, damage, claim or expense (including attorneys' fees) whatsoever incurred by the Member relating to or arising out of any act or omission or alleged acts or omissions (whether or not constituting negligence or gross negligence) performed or omitted by the Member on behalf of the Company; provided, however, that any indemnity under this Section 6(b) shall be provided out of and to the extent of Company assets only, and neither the Member nor any other person shall have any personal liability on account thereof.

7. Term. The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with Section 11.

8. Initial Capital Contributions. The Member hereby agrees to contribute to the Company such cash, property or services as determined by the Member.

9. Tax Status; Income and Deductions.

- (a) Tax Status. As long as the Company has only one member, it is the intention of the Company and the Member that the Company be treated as a disregarded entity for federal and all relevant state tax purposes and neither the Company nor the Member shall take any action or make any election which is inconsistent with such tax treatment. All provisions of this Agreement are to be construed so as to preserve the Company's tax status as a disregarded entity.
- (b) Income and Deductions. All items of income, gain, loss, deduction and credit of the Company (including, without limitation, items not subject to federal or state income tax) shall be treated for federal and all relevant state income tax purposes as items of income, gain, loss, deduction and credit of the Member.

10. Distributions. Distributions shall be made to the Member at the times and in the amounts determined by the Member.

11. Dissolution; Liquidation.

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TALLAHASSEE, FLORIDA

- (a) The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member or (ii) any other event or circumstance giving rise to the dissolution of the Company under Section §608.441 of the Act, unless the Company's existence is continued pursuant to the Act.
- (b) Upon dissolution of the Company, the Company shall immediately commence to wind up its affairs and the Member shall promptly liquidate the business of the Company. During the period of the winding up of the affairs of the Company, the rights and obligations of the Member under this Agreement shall continue.
- (c) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied as follows: (i) first, to creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) thereafter, to the Member.
- (d) Upon the completion of the winding up of the Company, the Member shall file Articles of Dissolution in accordance with the Act.

12. Miscellaneous.

- (a) Amendments. Amendments to this Agreement may be made only with the consent of the Member.
- (b) Governing Law. This Agreement shall be governed by the laws of the State of Florida.
- (c) Severability. In the event that any provision of this Agreement shall be declared to be invalid, illegal or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.
- (d) No Third Party Rights. None of the provisions contained in this Agreement shall be for the benefit of or enforceable by any third parties, including creditors of the Company. The parties to this Agreement expressly retain any and all rights to amend this Agreement as herein provided, notwithstanding any interest in the Agreement or in any party to this Agreement held by any other Person.
- (e) Headings. The headings of the Articles and sections of this Agreement are for convenience only and shall not be considered in construing or interpreting any of the terms or provisions hereof.

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[Handwritten signature]

IN WITNESS WHEREOF, the undersigned has executed this Agreement to be effective as of the date first above written.

LATIN FINANCIAL STRATEGIES,
INC.

By Maiten Palacios
Name: Maiten Palacios
Title: Manager

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