

L15000129838



Paul Cambria
MANAGER

Mobile: +1 904 615-0992

Skype: pcec1896

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

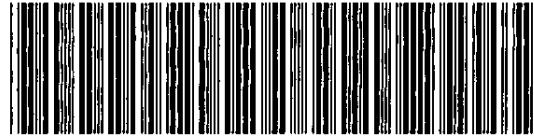
(Business Entity Name)

(Document Number)

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RECEIVED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
2015 JUL 29 PM 2:33

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ARTICLES OF DOMESTICATION

FILED
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
2015 JUL 29 PM 2:30

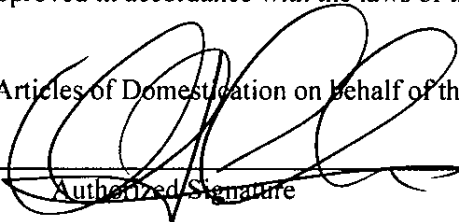
In accordance with 605.1055, Florida Statutes, the Articles of Domestication are submitted for filing:

- 1. The date on which the entity was first formed was: March 3, 1984
- 2. The name of the entity immediately prior to the filing of the Articles of Domestication was:
PCEC (LATIN AMERICA) L.L.C. (EIN# 47-4302945)
- 3. The effective date of the domestication is: July 28, 2015
(cannot be prior to or 90 days later than date document is received for filing)

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.

- 4. Attached are Florida Articles of Organization to complete the domestication requirements pursuant to s. 605.0201.
- 5. The jurisdiction that constituted the seat, siege social, or principal place of business or central administration of the entity or any other equivalent jurisdiction under applicable law, immediately before the filing of the Articles of Domestication was: Puerto Rico
- 6. The domestication has been approved in accordance with the laws of the jurisdiction of formation of the domesticating entity.

I am authorized to sign these Articles of Domestication on behalf of the entity.



Authorized Signature

- 7. Attached is a certificate of status or equivalent document, if any, from the domesticating jurisdiction of formation, pursuant to s. 605.1055 (3), Florida Statutes.

Articles of Domestication: \$25
 Articles of Organization: \$125
 Total to Domesticate and file: \$150

FILED
DIVISION OF REVENUE
2015 JUL 29 PM 2:33

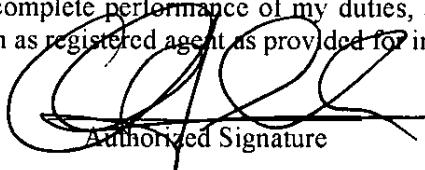
Limited Liability Company

**ARTICLES OF ORGANIZATION
OF
PCEC (LATIN AMERICA) LLC**

1. The name of the Company is **PCEC (LATIN AMERICA) LLC** (hereafter referred to as "Company").
2. The **Principal Office** of the Company shall be situated at 7825 Baymeadows Way, suite no. 120A, Jacksonville, Florida 32256.
3. The **Registered Agent** for the Company shall be:

**Oneris Overseas Funding LLC
7825 Baymeadows Way, suite no. 120A
Jacksonville, Florida 32256**

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, 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 relating 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.


Authorized Signature

4. Notwithstanding that the Company has the capacity and the rights, powers and privileges of a natural person and **the purposes** for which the Company is established are unrestricted, the main objects of the Company are:-
 - (a) The import, export, distribution, purchase and wholesale of leather, raw hides, finished and semi-finished products and their derivatives;
 - (b) The purchase and sale of rural and urban properties;
 - (c) The purchase and sale of meat and meat products;
 - (d) The wholesale purchase and sale of leather shoes and other clothing accessories;
 - (e) To do all such things as are incidental or conducive to the above objects or any of them.

And it is hereby declared that the word "company" in this clause except where used in reference to this Company shall be deemed to include any Membership or other body of persons, whether incorporated or not incorporated, and whether domiciled in Florida or elsewhere, and further the

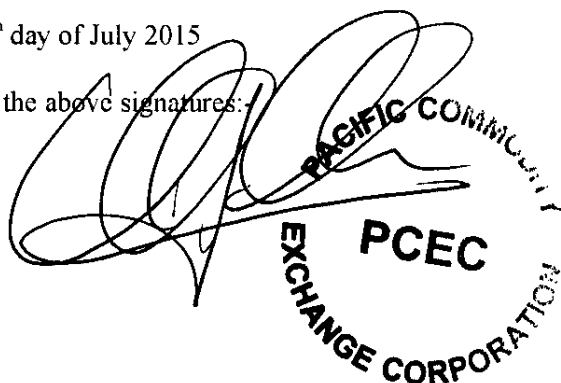
intention is that the objects specified in each paragraph of this clause shall, except where otherwise expressed in such paragraph, be independent main objects and be in nowise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

4. The liability of the Members is limited.
5. The Capital of the Company is \$19,800.00 divided into 60,000 Units of \$0.33 each. Upon any increases of capital the Company is to be at liberty to issue any new Units either in US Dollars or in any other currency or partly in one currency and partly in another and with any preferential, deferred, qualified or special rights, privileges or conditions attached thereto. The rights for the time being attached to any Units having preferential, deferred, qualified or special rights, privileges or conditions attached thereto, may be altered or dealt with in accordance with the accompanying with **Annexes "A" (8 pages) and "B" (5 pages)**, which form an integral part of these Articles, but not otherwise.
6. WE the several persons whose names, addresses and descriptions are hereto subscribed, respectively agree to take the number of Units in the capital of the Company set opposite to our respective names:-

Names, Addresses and Descriptions of Subscribers	Number of Units taken by each Subscriber
<p>Pacific Commodity Exchange Corporation 33 East Main Street, suite no. 500 Madison, Florida 53703 United States of America</p> <p>Nebi Cambria 52 Tuscan Way, suite 202-347 Saint Augustine, Florida 32092 United States of America</p>	<p>59,700</p> <p>300</p>
<p>Total Number of Units Taken</p>	<p>60,000</p>

Dated the 27th day of July 2015

WITNESS to the above signatures:-



PACIFIC COMMODITY
 EXCHANGE CORPORATION
 PCEC



ANNEX A

ARTICLES OF ORGANIZATION OF PCEC (LATIN AMERICA) LLC

PRELIMINARY

1. The previous memorandum of organization and operating agreement of the Company have been removed in their entirety and have been substituted for these restated memorandum of organization and operating agreement.

INTERPRETATION

2. (a) In these Articles, save where the context otherwise requires: -

“the Company” means the above named Company;

“The F.S.” means the Florida Statutes, pursuant to s.605.0201, which regulates the formation and existence of Limited Liability Companies, and includes every other F.S. Incorporated therewith or substituted therefor; and in the case of any such substitution the references in these Articles to the provisions of the F.S. shall be read as references to the provisions substituted therefor in the new F.S.;

“the Board” and **“the Managers”** mean the Managers for the time being of the Company or the Manager present at a duly convened meeting of Managers at which a quorum is present;

“Dividend” includes bonuses, distributions in specie and in kind, capital distributions and capitalization issues;

“month” means calendar month;

“the Office” means the registered office of the Company for the time being;

“the Trading Address” means the business premises of the Company from which the majority of business are transacted. Said Trading Address may or may not be the registered or official address of the Company and, as such, may not be public information.

“paid up” includes credited as paid up;

“the Register” means the register of members of the Company kept pursuant to the F.S. and includes any branch register kept pursuant to the F.S. ;

“the Secretary” means the secretary for the time being of the Company;

“the Seal” means the common seal of the Company or any official seal that the Company may have as permitted by the F.S. ;

“these Articles ” mean the Articles in their present form or as altered from time to time;

“in writing” and **“written”** includes cable, telex, facsimile messages, electronic messages and any mode of reproducing words in a legible and non-transitory form.

(b) In these Articles, if not inconsistent with the subject or context, words importing the singular number only shall include the plural number and vice versa, and words importing any gender shall include all genders and vice versa.

(c) Subject as aforesaid, any words defined in the F.S. or any statutory modification thereof in force at the date at which these Articles become binding on the Company shall if not inconsistent with the subject or context, bear the same meaning in this Operating Agreement.

(d) The headings are inserted for convenience only and shall not affect the construction of these Articles.

LIMITED LIABILITY COMPANY

3. The Company is a private company, and accordingly:-

- (a) Any invitation to the public to subscribe for any Units or debentures of the Company is prohibited;
- (b) The number of the members of the Company (not including persons who are in the employment of the Company, and persons who, having been formerly in the employment of the Company, were, while in such employment, and have continued after the determination of such employment to be, members of the Company) shall be limited to 50.

PROVIDED that where two or more persons hold one or more Units in the Company jointly they shall, for the purposes of these Articles, be treated as a single member;

- (c) The right to transfer the Units of the Company shall be restricted in manner hereinafter prescribed; and
- (d) The Company shall not have power to issue Unit warrants to bearer.

THE COMPANY HEADQUARTERS

4. The Company Headquarters shall be located at 7825 Baymeadows Way, suite no. Jacksonville, Florida 32256

THE TRADING ADDRESS

5. The Trading Address shall be at such place in the United States of America or abroad as the Managers or Secretary shall from time to time appoint.

UNITS

6.
 - (a) Subject to the provisions of the F.S., and save as provided by contract or these Articles to the contrary, all unissued Units shall be at the disposal of the Managers who may allot, grant options over, or otherwise deal with or dispose of the same to such persons, at such times, for such consideration and generally upon such terms and conditions as they think proper, but so that no Units of any class shall be issued at a discount except in accordance with the F.S.
 - (b) The Company may give such financial assistance for purposes of acquiring Units in the Company as is not prohibited by the F.S.
 - (c) The Managers are authorized to make statements or take such other steps as may be required by the F.S. in relation to the giving of financial assistance to acquire Units in the Company.
7. The Company may make arrangements on the issue of Units for a difference between the holders of such Units in the amount of calls to be paid and the time of payment of such calls.
8. If by the conditions of allotment of any Units the whole or part of the amount or issue price thereof shall be payable by installments, every such installment shall, when due, be paid to the Company by the person who for the time being is the registered holder of the Units, or his legal personal representative.
9.
 - (a) Subject to the F.S., the Company may issue Units that are to be redeemed or are liable to be redeemed at the option of the Company or the Unit holder. The redemption of Units may be carried out upon such terms and in such manner, as the Company before or upon issue of the Units shall by ordinary resolution determine.
 - (b) Subject to the F.S., the Company may purchase its own Units (including redeemable Units) and without prejudice to the generality of the foregoing the Company may purchase its own Units (including any redeemable Units) in order to:
 - (i) Settle or compromise a debt or claim;
 - (ii) Eliminate a fractional Unit or fractional entitlement;

- (iii) Fulfill an agreement in which the Company has an option or is obliged to purchase Units under an employee Unit scheme which had previously been approved by the Company in general meeting;
 - (c) Subject to the F.S., the Company may make a payment in respect of the redemption or purchase of its own Units otherwise than out of its distributable profits or the proceeds of a fresh issue of Units.
 - (d) The Managers are authorized to make statements or take such other steps as may be required by the F.S. in relation to the redemption or purchase by the Company of its own Units out of capital.
10. Subject to the provisions of these Articles shall not, except as required by law, be bound by or required in any way to recognize any contingent, future, partial or equitable interest in any Unit or in any fractional part of a Unit, or any other right in respect of any Unit, or any other claim to or in respect of any such Unit on the part of any person (even when having notice thereof) except an absolute right to the entirety thereof in the registered holder.
11. The Company may in connection with the issue of any Units exercise all powers of paying interest out of capital and of paying commission and brokerage conferred or permitted by the F.S.

UNIT CERTIFICATES

12. Every member shall, upon payment, be entitled to receive within two months after allotment or lodgment of an instrument of transfer duly stamped.

TRANSFER OF UNITS

13. The instrument of transfer of any Units in the Company shall be in writing and shall be executed by or on behalf of the transferor and by or on behalf of the transferee. The transferor shall remain the holder of the Units concerned until the name of the transferee is entered in the Register in respect thereof.

TRANSMISSION OF UNITS

14. In case of the death of a member, the survivor or survivors where the deceased was a joint holder, and the legal personal representatives of the deceased where he was a sole holder, shall be the only persons recognized by the Company as having any title to his interest in the Units; but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any Unit which had been jointly held by him with other persons.

INCREASE OF CAPITAL

15. The Company may, from time to time, by ordinary resolution increase its capital by such sum divided into Units of such amounts, as the resolution shall prescribe.

ALTERATIONS OF UNIT CAPITAL

16. The Company may by ordinary resolution:-

- (a) Subdivide its existing Units or any of them into Units of smaller amount than is fixed by the Memorandum of Organization of the Company, provided that in the subdivision of an existing Unit the proportion between the amount paid and the amount (if any) unpaid on each reduced Unit shall be the same as it was in the case of the Unit from which the reduced Unit is derived, and so that the resolution whereby any Unit is subdivided may determine that as between the holders of the Units resulting from such subdivision one or more of the Units may, as compared with the others, have any such preferred, deferred or other special rights or be subject to any such restrictions as the Company has power to attach to unissued or new Units;
- (b) Consolidate and divide its capital or any part thereof into Units of larger amount than its existing Units; or
- (c) Cancel any Units, which at the date of the passing of the resolution have not been taken or agreed to be taken by any person and diminish the amount of its authorized capital by the amount of the Units so cancelled.

GENERAL MEETINGS

- 17. The General Board Meeting will be convened by the Administrative Body or, where appropriate, by the liquidators of the company, by notice published on the company website, if it has created its electronic office or, failing that, by individual written communication sent by certified mail or registered fax with acknowledgment in both cases, to the address designated by the Member for that effect or that which is in the Register of Members. There must be at least two weeks between the notice and the date set for the meeting. This period shall begin from the date that the last Member notice is sent.
- 18. The Members, through the General Meeting, shall decide by majority vote on the affairs for which this body is competent in accordance with the F.S. All Members, including dissenters and those who did not participate in the meeting, are subject to the decisions of the General Meeting without prejudice to the rights of separation or challenge as recognized under the F.S.

CORPORATIONS ACTING BY REPRESENTATIVES

- 19. Any corporation which is a member of the Company may by resolution of its Managers or other governing body authorize such person as it thinks fit to act as its representative at any meeting of the Company or of any class of members of the Company, and the person so authorized shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company.

MANAGERS

20. The first Managers shall be appointed in writing by the subscribers to the Memorandum of Organization of the Company or by the Company in general meeting.
21. Unless and until otherwise determined by an ordinary resolution of the Company, the Managers shall not be less than one in number, and there shall be no maximum number of Managers.
22. Manager need not hold any Units in the Company. A Manager who is not a member of the Company shall nevertheless be entitled to attend and speak at general meetings.

MANAGERS' REMUNERATION

23. The Company in general meeting shall from time to time determine the remuneration of the Managers.

POWERS OF MANAGERS

24. Subject to the provisions of the F.S., the memorandum of Organization and these Articles and to any directions given by special resolution, the Managers, who may exercise all the powers of the Company, shall manage the business and affairs of the Company. The Managers shall assume all matters relating to the operation, commerce and general life of the company, committing it through acts and contracts, including all such powers not expressly entrusted to by the Members or by these Articles.

APPOINTMENT AND REMOVAL OF MANAGERS

25. The Company may by ordinary resolution remove any Manager notwithstanding anything in these Articles or in any agreement between him and the Company (but without prejudice to any right to damages for termination of such agreement not in accordance with the terms thereof), and may, if thought fit, by ordinary resolution, appoint another person in his stead.

DISQUALIFICATION OF MANAGERS

26. The office of a Manager shall *ipso facto* be vacated:-
 - (a) If he becomes prohibited by law or court order from being a Manager;
 - (b) If a receiving order or, in the case of a company, a winding up order is made against him or he makes any arrangement or composition with his creditors;
 - (c) If the Manager becomes of unsound mind or a person who is, or whose estate is, liable to be dealt with in any way under any law relating to mental health;
 - (d) If he gives the Company notice in writing that he resigns his office;

- (e) If he is removed by an ordinary resolution of the Company in accordance with the provisions of these Articles;
- (f) If he is convicted of any offence punishable by a Court of law.

DIVIDENDS AND RESERVES

- 27.
 - (a) The Company may by ordinary resolution declare dividends but no such dividend shall exceed the amount recommended by the Managers.
 - (b) No distribution (as defined in section 79A of the F.S.) shall be made save in accordance with the provisions of the F.S.
- 28. The Managers may, if they think fit, from time to time, pay to the members such interim dividends as appear to the Managers to be justified by the profits of the Company.
- 29. The Managers may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as a reserve or reserves which shall, either be employed in the business of the Company or be invested in such investments as the Managers may from time to time think fit. The Managers may also without placing the same to reserve carry forward any profits, which they may think prudent not to divide.

CAPITALIZATION OF RESERVES

- 30. The Company in general meeting may upon the recommendation of the Managers resolve to capitalize any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution, and accordingly that such sums be set free for distribution amongst the members who would have been entitled thereto if distributed by way of dividend and in the same proportions, on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any Units held by such members respectively or paying up in full unissued Units or debentures or other obligations of the Company to be allotted and distributed credited as fully paid up to and amongst such members in the proportions aforesaid, or partly in one way and partly in the other, and the Managers shall give effect to such resolution.

FINANCIAL STATEMENTS

- 31. The Managers shall, within the three consecutive months following the closure of the fiscal year, cause to be prepared and to be laid before the Company in general meeting such Profit and Loss Accounts, Balance Sheets, Group Accounts (if any) and Reports as are required by the F.S.
- 32. The Financial Year of the Company ends December 31st of every calendar year.

NOTICES

33. Any notice or other document may be served by the Company upon any member either personally or by sending it through the post in a prepaid letter, envelope or wrapper addressed to such member at his registered address, and, in any case where the registered address of a member is outside Florida, by prepaid airmail or courier service. The signature to any notice to be given by the Company may be written or printed.

DISSOLUTION & LIQUIDATION

In matters not covered in these Articles, the provisions of the Florida Statutes, and other applicable regulations shall apply.

Names, Addresses and Descriptions of Subscribers	Number of Units taken by each Subscriber
<p data-bbox="253 938 737 1062">Pacific Commodity Exchange Corporation 33 East Main Street, suite no. 500 Madison, Florida 53703 United States of America</p> <p data-bbox="318 1136 672 1260">Nebi Cambria 52 Tuscan Way, suite 202-347 Saint Augustine, Florida 32092 United States of America</p>	<p data-bbox="1045 915 1143 947">597,000</p> <p data-bbox="1062 1142 1127 1173">3,000</p>
<p data-bbox="448 1415 786 1446">Total Number of Units Taken</p>	<p data-bbox="1029 1415 1159 1446">600,000.00</p>

Dated the 22ND of September 2014

WITNESS to the above signatures:-



ANNEX B

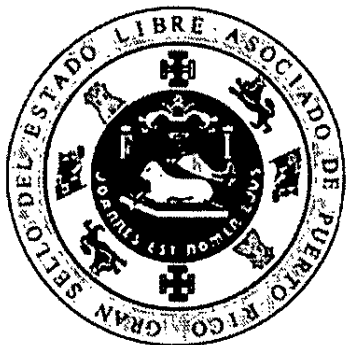


Commonwealth of Puerto Rico
DEPARTMENT OF STATE
San Juan, Puerto Rico

CERTIFICATE OF ORGANIZATION

I, **DAVID E. BERNIER RIVERA**, **Secretary of State** of the Commonwealth of Puerto Rico;

CERTIFY: That **PCEC (LATIN AMERICA) LLC**, register number **357879**, is a **Domestic For Profit Limited Liability Company** organized under the laws of Puerto Rico on this **7th of March, 1984 at 12:00 AM**.



IN WITNESS WHEREOF, the undersigned by virtue of the authority vested by law, hereby issues this certificate and affixes the Great Seal of the Commonwealth of Puerto Rico, in the City of San Juan, Puerto Rico, today, **July 28, 2015**.

A handwritten signature in black ink, appearing to read "David E. Bernier Rivera".

DAVID E. BERNIER RIVERA
Secretary of State



Commonwealth of Puerto Rico
Department of State

Transaction Date: 28-Jul-2015
Register No: 357879
Order No: 957619

**Commonwealth of Puerto Rico
Department of State**

Certificate of Formation of a Limited Liability Company

Article I - Limited Liability Company Name

The name of the Domestic Limited Liability Company is: **PCEC (LATIN AMERICA) LLC**
Desired term for the entity name is: **LLC**

Article II - Principal Office and Resident Agent

Its principal office in the Commonwealth of Puerto Rico will be located at:

Street Address **7825 Baymeadows Way, suite 120A, Jacksonville, Florida, PR, 32256**
Mailing Address **7825 Baymeadows Way, suite 120A, JACKSONVILLE, FL, 32256**
Phone **(904) 687-0588**

The name, street and mailing address of the Resident Agent in charge of said office is:

Name **OZ Management Services LLC**
Street Address **C/O C T Corporation System 361 San Francisco Street, Penthouse, SAN JUAN, PR, 00901**
Mailing Address **7825 Baymeadows Way, suite 120A, Jacksonville, Florida, PR, 32256**
Email **yourhides@gmail.com**
Phone **(904) 687-0588**

Article III - Nature of Business

This is a For Profit entity whose nature of business or purpose is as follows:

Notwithstanding that the Company has the capacity and the rights, powers and privileges of a natural person and the objects for which the Company is established are unrestricted, the main objects of the Company are:-

- (a) the import, export, distribution, purchase and wholesale of leather, raw hides, finished and semi-finished products and their derivatives;**
- (b) the purchase and sale of rural and urban properties;**
- (c) the purchase and sale of meat and meat products;**
- (d) the wholesale purchase and sale of leather shoes and other clothing accessories;**
- (e) To do all such things as are incidental or conducive to the above objects or any of them.**

And it is hereby declared that the word "company" in this clause except where used in reference to this Company shall be deemed to include any Membership or other body of persons, whether incorporated or not incorporated, and whether domiciled in Wisconsin or elsewhere, and further the intention is that the objects specified in each paragraph of this clause shall, except where otherwise expressed in such paragraph, be independent main objects and be in nowise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

Article IV - Authorized Persons

The name, street and mailing address of each Authorized Person is as follows:

Name	OZ Management Services LLC
Street Address	7825 Baymeadows Way, suite 120A, JACKSONVILLE, FL, 32256
Mailing Address	7825 Baymeadows Way, suite 120A, JACKSONVILLE, FL, 32256
Email	ozmanagement@1950feat.com

Article V - Administrators

Faculties will not end by presenting this Certificate.

Article VI - Terms of Existence

The term of existence of this entity will be: **Perpetual**

The date from which the entity will be effective is: **07-Mar-1984**

The date on which conversion is filed: **28-Jul-2015**

The date from which conversion will be effective is: **07-Mar-1984**

Supporting Documents

Document	Date Issued
Resolution	28-Jul-2015

STATEMENT UNDER PENALTY OF PERJURY

IN WITNESS WHEREOF, I/We Terreni, Elisabetta, the undersigned, for the purpose of forming a limited liability company pursuant to the laws of Puerto Rico, hereby swear that the facts herein stated are true. This 28th day of July, 2015.



Commonwealth of Puerto Rico
Department of State

Transaction Date: 28-Jul-2015
Register No: 357879
Order No: 957619

**Commonwealth of Puerto Rico
Department of State**

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- (a) the import, export, distribution, purchase and wholesale of leather, raw hides, finished and semi-finished products and their derivatives;**
- (b) the purchase and sale of rural and urban properties;**
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And it is hereby declared that the word "company" in this clause except where used in reference to this Company shall be deemed to include any Membership or other body of persons, whether incorporated or not incorporated, and whether domiciled in Wisconsin or elsewhere, and further the intention is that the objects specified in each paragraph of this clause shall, except where otherwise expressed in such paragraph, be independent main objects and be in nowise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

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Mailing Address **7825 Baymeadows Way, suite 120A, JACKSONVILLE, FL, 32256**
Email **ozmanagement@1950feat.com**

Article V - Administrators

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Article VI - Terms of Existence

The term of existence of this entity will be: **Perpetual**
The date from which the entity will be effective is: **07-Mar-1984**
The date on which conversion is filed: **28-Jul-2015**
The date from which conversion will be effective is: **07-Mar-1984**

Supporting Documents

Document	Date Issued
Resolution	28-Jul-2015

STATEMENT UNDER PENALTY OF PERJURY

IN WITNESS WHEREOF, I/We Terreni, Elisabetta, the undersigned, for the purpose of forming a limited liability company pursuant to the laws of Puerto Rico, hereby swear that the facts herein stated are true. This 28th day of July, 2015.