

121000441955

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

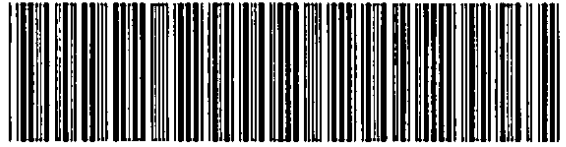
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



200378823782

01/12/22--01012--004 **25.00

A. BUTLER

JAN 21 2022

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: CENTRO ELECTRONICO DE IDIOMAS 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:

Yulia Zojaila Carrillo

Name of Person

CENTRO ELECTRONICO DE IDIOMAS LLC

Firm/Company

8425 NW 41 STREET UNIT 353

Address

DORAL, FL 33166

City/State and Zip Code

jacali@hotmail.com

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

For further information concerning this matter, please call:

Yulia Zojaila Carrillo

305 301-6085
at ()

Name of Person

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**

CENTRO ELECTRONICO DE IDIOMAS 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 10/11/2021 and assigned
Florida document number L21000441955.

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 "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

_____, 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	CARRILLO SALAZAR, JOSE A	8425 NW 41 STREET UNIT 353	☐ Add
		Doral, FL 33166	☒ Remove
			☐ Change
AMBR	ALI DE CARRILLO, ELIC K	8425 NW 41 STREET UNIT 353	☐ Add
		Doral, FL 33166	☒ Remove
			☐ Change
AMBR	CARRILLO, YULIA ZOJAILA	8425 NW 41 STREET UNIT 353	☒ Add
		Doral, FL 33166	☐ Remove
			☐ Change
			☐ Add
			☐ Remove
			☐ Change
			☐ Add
			☐ Remove
			☐ Change
			☐ Add
			☐ Remove
			☐ Change

[illegible]

(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)

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 01/05, 2022.

Shaw

Yulia Zojaila Carrillo

Typed or printed name of signee

**Amended Operating Agreement
Of
Centro Electronico de Idiomas LLC**

This Operating Agreement of Centro Electronico de Idiomas LLC (the "Company") is entered by and among the Members of the Company, who are the persons and/or entities executing this Agreement this 22nd day of November, 2021.

**Article I
Offices**

The Company's principal office located at 8425 NW 41 STREET UNIT 353, Doral, FL 33166 or such other addresses to which the business may from time to time be moved. The Company may have such other offices, either within or without such State, as the Members may designate or as the business of the Company may require from time to time.

**Article II
Business of Company**

The Company was formed as language translation Services, as well as and any or all-lawful business permitted under the laws of the United States, the State of Florida, and any other state, county, territory or nation.

**Article III
Member Ownership Interest**

The sole member of the Company and her respective authorized contributions are:

Yulia Zojaila Carrillo with a capital contribution of 100 units at
\$1.00 each and an ownership interest in the Company of 100%

Total contributed capital \$100.00

**Article IV
Profit and Loss Allocation**

Section A. Net Profit or Net Loss. Net profit or net loss for any fiscal year will be allocated among the Members in the percentage of their equity ownership interest in the Company.

Section B. Allocations in General. Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction, and any other allocations not otherwise provided for will be allocated among the Members in the same proportions as they share net profit or net loss, as the case may be, for any fiscal year. For purposes of determining the net profit, net loss or any other items allocable to any period, net profit, net loss and any such other items will be determined on a daily, monthly, or other basis, as determined

by the Members using any permissible method under Section 706 of the Internal Revenue code of 1986, as amended, and the regulations promulgated hereunder.

Section C. Distribution of Cash. Cash distributions will be made to the Members upon the approval of the Members holding at least eighty (80%) percent of the Membership Interests. All cash distributions made to the Members will be in proportion to their Membership Interests.

Section D. Allocations with Respect to Varying Interests. Allocations and distributions to persons who in any taxable year of the Company were Members for less than the entire taxable year or whose Membership Interest varied during any taxable year will be made in accordance with whatever reasonable method the Members may choose to implement the provisions of Sections 706(c) of the Internal Revenue Code or similar successor provisions. In order to accomplish this result, the Members may elect not to allocate any net loss attributable to any portion of the Company's taxable year before such Member acquired such Member's interest in the Company.

Article V

Transfer of Membership Interest

Section A. Transfer of Membership Interests. Subject to the laws of the State of Florida and the terms of this Agreement, Membership Interests of the Company will be transferable upon the books of the Company by the holders thereof, upon surrender and cancellation of certificate(s) for a like number of Membership Interests. No transfer of any Membership Interest will be permitted unless 100% of the Members, other than the transferring or assigning Members, approve, in writing, the transfer or assignment to the transferee or assignee. The transferee or assignee of any Membership Interest will have no right to participate in the management of the business and affairs of the Company or to become a Member unless 100% of the Members, other than the transferring or assigning Members, approve, in writing, the transfer or assignment to the transferee or assignee.

Section B. Conditions Precedent to Transfer. Notwithstanding other provisions of this Agreement, no transfer of a Member's Membership Interest will be effective unless and until all of the following conditions have been satisfied;

1. The instrument of transfer will be in form and substance satisfactory to the remaining Members;
2. The transferor and transferee named therein will execute and acknowledge such other instrument or instruments as the remaining Members may deem necessary or desirable to effectuate the acceptance of the transferee as a Member;
3. The transferee will execute a written acceptance of all of the terms and provisions of this Agreement as, and to the extent that, the same may have been amended; and
4. The transferor or transferee will pay all reasonable expenses connected with acceptance of a Member, including, but not limited to, legal fees and costs.

Section C. No Dissolution or Termination. The transfer of a Membership Interest in the Company pursuant to the terms of this Agreement will not dissolve or terminate the Company. No Member will have the right to have the Company dissolved or to have such

Member's capital contribution returned except as provided in this Agreement or in any amendment of this Agreement.

Section D. Prohibition of Assignment. Notwithstanding the provisions of this Article, no sale, exchange or transfer of a Member's Membership Interest may be made if the Membership Interest sought to be sold, exchanged or transferred, when added to the total of all other Membership Interests sold, exchanged or transferred within the period of twelve consecutive months prior thereto, would result in the termination of the Company under Section 708 of the Code. In the event of a transfer of any Membership Interest, the Members will determine, in their sole discretion, whether or not the Company will elect pursuant to Section 754 of the Internal Revenue Code to adjust the basis of the assets of the Company.

Section E. Release of Liabilities. No assignment of any Membership Interest in compliance with this Agreement, even if it results in the substitution of the assignee as a Member herein, will release the assignor from those liabilities to the Company which survive such assignment unless all non-transferring Members consent in writing.

Section F. No Encumbering of Member Interests. During the term of this Agreement, no Member may at anytime directly or indirectly mortgage, encumber, pledge, grant a security interest in, hypothecate all or any part of his Membership Interest which it now owns or hereafter acquires for any purpose without first obtaining the written consent of the parties hereto, or in the absence of such written consent, without first complying with the terms of this Agreement unless the Membership Interest is transferred or assigned to a corporation or other business entity in which the Member is the majority and controlling shareholder. For purposes of this Agreement, "Membership Interest in the Company" includes the members and/or shareholders and/or unit owners of each of the members of the Company. If consent is obtained to the giving of a security or other interest in a Member's Membership Interest in the Company, no such consent will release any of such Member's Membership Interest from the other restrictions contained in this Agreement. Rather, such restrictions will become subject to the security interest to which such consent expressly applies, but only for the duration of such security interest. In the event the holder of such security interest forecloses upon any of the Member's Membership Interest or otherwise acquires the Membership Interest or any of them, such holder will take the Interest subject to the restrictions contained in this Agreement and be subject to them as if such holder were a party to this Agreement.

Section G. Pro Rata Purchase of Interest. Every Member, upon the sale for cash of any new Membership Interests in the Company of the same kind, class or series, as that which he already holds, will have the right to purchase its, his or her *pro rata* share thereof (as nearly as may be done without the issuance of fractional membership interests) at the price at which it is offered.

Section H. New Interests Subject to Agreement. Any additional Membership Interests in the Company acquired by a Member during its lifetime, either by purchase, stock dividend, or otherwise, will be subject to the terms and provisions of this Agreement.

Section I. New Members Subject to This Agreement. Any person who becomes a holder of any Membership Interest in the Company by virtue of any judicial process, attachment, bankruptcy, receivership, execution, judicial sale, or by operation of law, will immediately offer such interest to the Company whenever it may request, at one-half of the value of the Member's Interest as established in accordance with Article VII of this Agreement.

Article VI
First Right of Refusal

Section A. Right of Other Members To Purchase Membership Interest.

1. Except as otherwise provided herein, if a Member desires directly or indirectly to sell, assign, or transfer in any way all or any portion of his or her Membership Interest, such Member will first serve notice upon the Company and the other Members setting forth 1) the percentage of his or her Membership Interest that it desires to sell, assign or transfer, 2) the purchase price, 3) the terms of payment and 4) an offer to sell such Membership Interest first to the Company and then to the other Members, in accordance with the terms and provisions of this Agreement. A sale, assignment or transfer of any interest in a Member will trigger the Company's rights under this Agreement to purchase the entire interest of a Member in the Company as provided hereunder.

2. The Company will have the first right to purchase or redeem all or any part of the Membership Interest, or any interest in such Membership Interest by giving notice of acceptance in writing specifying the portion of the Membership Interest to be purchased to the selling Member within thirty (30) days receipt (the "Thirty Day Option Period") of the selling Member's written notice. The decision of whether or not the Company will exercise its right to purchase the Membership Interest offered for sale or any interest therein will be made by resolution adopted by the Members at a valid meeting provided, however, that the Membership Interest owned by the selling Member may not be voted at such meeting or considered as issued and outstanding for determination of a quorum.

3. If the Company fails to exercise its right to purchase the Membership Interest of the selling Member, each of the remaining Members will have the right to purchase such Membership Interest in proportion to his or her Membership Interest in the Company exclusive of the selling Member's Membership Interest by giving notice of acceptance specifying the percentage of the Membership Interest to be purchased to the selling Member within twenty (20) days (the "Twenty Day Option Period") after the close of the Thirty Day Option Period. If any Member does not purchase his or her full proportionate share of the Membership Interest offered for sale, the remaining Members will have the right to purchase such Membership Interest by giving notice of acceptance specifying the amount of the Membership Interest to be purchased to the selling Member within ten (10) days (the "Ten Day Option Period") after the close of the Twenty Day Option Period.

4. If the Company or other Members do not agree to purchase all of the Membership Interest offered by the Selling Member then, and in that event, the selling Member, at his or her sole and exclusive option, may withdraw his or her entire offer to sell.

Alternatively, the selling Member may pursuant and subject to Article V of this

Agreement, 1) permit the sale of only a portion of the Membership Interest offered for sale, or 2) sell all of his or her Membership Interest, provided, however, that the party purchasing his or her Membership Interest purchases that interest on *apro rata* basis.

5. If the Company and the non-selling Members fail, refuse or otherwise are unable to purchase all of the Membership Interest offered for sale by the selling Member, the selling Member will give written notice to the Company and the non-selling Members stating the amount of the Membership Interest which was not accepted for purchase. The Company and the non-selling Members then will have five (5) days to purchase said Interest. To effect such purchase, written notice must be given to the selling Member. If timely notice is not given, the selling Member will be free to sell, assign or transfer his or her unsold Membership Interest to any other person or entity, subject to Article V of this Agreement.

6. The purchase price that the Company will offer for the offering member's Membership Interest under this Article will be the value established by the Company during the preceding year in accordance with Article VII of this Agreement.

Article VII

Valuing of Member's and the Company

Section A. Initial Valuing of Member's Interests and the Company. The Members agree that within thirty (30) days of the initial meeting of the Company, they will determine the initial value of each Member's Membership Interest in the Company and the total value of the Company. In making this determination, the Members will be guided by consideration of book value and fair market value. Book value will mean the Company's assets in excess of liabilities which are attributable to each Membership Interest, as determined from the books and records of the Company. In calculating book value per share, (1) all inventory will be valued at cost to the Company, (2) assets will exclude good will or other intangible assets, and (3) Member loans to the Company will be included as liabilities. Fair market value will mean what a willing seller would pay to purchase the interest being offered for sale. If the Members cannot agree upon book and fair market value, they will engage a certified public accountant experienced in such matters to conduct an appraisal at the Company's expense. Each year thereafter, on the anniversary of the initial valuation, the Member's interests and the Company will be valued in accordance with the procedures set forth above.

Article VIII

Interest of Member upon Death or Incapacity

Section A. Member's Death Defined. Pursuant to this Article, a Member will be deemed to have died upon the date of the Member's death, or if a corporation or other business entity is a Member, the date of death of the last living member of the entity.

Section B. Rights Upon Death or Incapacity. Upon the death or incompetence of a Member, the Member's personal representative, executor or administrator will have all of

the rights of a Member for the purpose of settling the decedent's estate, as well as such power as the decedent or incompetent possessed, to designate an assignee of the Membership Interest and to join with such assignee regarding the provisions of this Agreement which would permit the assignee to become a Member.

Section C. Succession to Interest Triggered by Member's Death.

1. Notwithstanding the provisions of Article V, upon a member's death, such Interest may be devised or bequeathed without approval of the remaining members.
2. The personal representative or the remaining shareholders, controlling persons, receivers and/or trustees will serve notice of the death of the Member on the Company and each of the remaining Members within thirty (30) days after the appointment of the personal representative and or trustee.

Article IX
Members

Section A. Annual Meeting. The Members' annual meeting will be held at 11:00 A.M. on the 11th work day of October in each year, beginning in 2022 for the purpose of electing Members and to transact such other business as may come before the meeting. If the day fixed for the annual meeting will be a legal holiday, such meeting will be held on the next succeeding business day. If the election of Members will not be held on the day designated herein for any annual meeting of the Members, or at any adjournment thereof, the Members will cause the election to be held at a special meeting of the Members as soon thereafter as conveniently may be.

Section B. Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by a Member or by holders of 50% of the Units of the Company entitled to vote at the meeting.

Section C. Place of Member Meeting. The Members may designate any place, either within or without the State of Florida, as the place of meeting for any annual meeting or for any special meeting called by the Members. A waiver of notice signed by all Members entitled to vote at a meeting may designate any place, either within or without the State of Florida, as the place for the holding of such meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting will be the principal office of the Company in the State of Florida.

Section D. Notice of Meeting. Notice will be given for each special meeting to each Member of record entitled to vote at such meeting stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called. Such notice will be given not less than ten (10) nor more than thirty (30) days before the date of the meeting in writing, unless oral notice is reasonable under the circumstances. If mailed, such notice will be deemed to be delivered when deposited in the United States mail, addressed to the Member's address as it appears on the Units of Equity Ownership transfer books of the Company, unless a Member will have filed with the Secretary of the Company a written request that notices intended for such Member be

mailed to a different address, in which case the notice will be mailed to the address designated in the request, with postage thereon prepaid, Any notice of meetings may be waived by a Member by submitting a signed waiver either before or after the meeting, or by attendance at the meeting.

Section E. Quorum. One hundred (100%) percent of the outstanding Units of Equity Ownership of the Company entitled to vote, represented in person or by proxy, will constitute a quorum at a meeting of Members and will be required with respect to voting on issues involving the pledge of Units of Equity Ownership, the issuance of New Units of Equity Ownership, the sale or transfer of Units of Equity Ownership or the dissolution of the Company. With respect to all other issues, a super majority of the outstanding Units of Equity Ownership of the Company entitled to vote, represented in person or by proxy, will constitute a quorum at a meeting of Members. A super majority means eighty (80%) of the outstanding Units of Equity Ownership of the Company entitled to vote, represented in person or by proxy. If a quorum is present with respect to issues involving the pledge of Units of Equity Ownership, the issuance of New Units of Equity Ownership, the sale or transfer of Units of Equity Ownership or the dissolution of the Company, the unanimous vote of those attending the meeting in person or by proxy will be the act of the Members. If a quorum is present with respect to all other issues, the affirmative vote of a super majority of the Units of Equity Ownership represented at the meeting and entitled to vote on the subject matter will be the act of the Members, unless the vote of a greater number or voting by classes is required by the Florida Limited Liability Company Act, the Articles Of Organization, and any amendments thereto, or the Operating Agreement. If less than a quorum is present, a majority of the Units of Equity Ownership so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum will be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

Section F. Voting of Units of Equity Ownership. Subject to the provisions of this Article, each outstanding Unit of Equity Ownership will be entitled to one vote upon each matter submitted to vote at a meeting of Members, except to the extent that the voting rights of the Units of Equity Ownership of any class or classes are limited or denied by the Articles of Organization.

Section G. Action Without a Meeting. Unless prohibited by the Florida Limited Liability Company Act, any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members, may be taken without a meeting if one or more written consents setting forth the action so taken, will be signed by Members representing not less than eighty (80%) percent of the Units of Equity Ownership entitled to vote with respect to the subject matter thereof.

Section H. Meeting of all Members. If all of the Members will meet at any time and place, either within or without the State of Florida, and consent to the holding of a

meeting at such time and place, such meeting will be valid without call or notice, and at such meeting any Company action may be taken.

Section I. Voting by Ballot. Voting by Members on any question or on any election may be voice unless the presiding Member will order or any Member will demand that voting be by ballot.

Section J. Proxies. At all meetings of Members, a Member may vote either in person or by proxy executed in writing by the Member or by such Member's duly authorized attorney-in-fact. Such proxy will be filed with the Secretary of the Company before or at the time of the meeting. No proxy will be valid after nine months from the date of its execution, unless otherwise provided in the proxy. Every proxy will be revocable at the pleasure of the Member executing it, except where an irrevocable proxy is permitted by statute. Any executor, administrator, guardian, trustee or other fiduciary, may give proxies. The Members may, in advance of any annual or special meeting of the Members, prescribe additional regulations concerning the manner of execution and filing of proxies and the validation of the same, which are intended to be voted at any such meeting.

Article X **Management**

Section A. Management of Company. The Company is to be manager managed. The manager hereby designated to act as the manager is as follows:

Yulia Zojaila Carrillo, Manager

The managers may act either independently without the consent of each other, and their duties will include responsibility for the general overall supervision of the Company's business and affairs, when present. The managers may sign individually on behalf of the Company such deeds, mortgages, bonds, contracts or other instruments and their signature shall legally bind the company.

Section B. Management by Managers. The business of the Company will be conducted under the ultimate management of its Managers.

Section C. Election and Term of Office. The Managers of the Company will be elected annually by the Members at the annual meeting of Members. If the election of Managers will not be held at such meeting, such election will be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the Members. Each Manager will hold office until his or her successor will have been duly elected and qualified or until his or her death or until he or she will resign or will have been removed in the manner hereinafter provided. Election or appointment of Managers or agents will not of itself create contractual rights.

Section D. Removal. Any Manager or agent elected or appointed by the Members may be removed by the Members whenever in its judgment the best interests of the Company

would be served thereby, but such removal will be without prejudice to the contract rights, if any, of the person so removed.

Section E. Resignation. Any Manager or agent may resign at any time by giving written notice to the Members or other Managers of the Company. Such resignation will take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation will not be necessary to make it effective.

Section F. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Members for the unexpired portion of the term.

Section G. Manager. The Managers jointly will conduct the day to-day management of the business of the Company subject to the authority of the Company manager who shall be elected annually by the Members. The managers will conduct the business of the Company in a manner consistent with the policies and objectives established from time to time by the Members.

Section H. Rights and Powers of Managers. The rights and powers of the Managers are limited to the following:

1. Executing contracts, bonds, guarantees, notes, security agreements, mortgages and all other instruments to effect the purposes of this Agreement; purchasing, leasing, selling and onveying any real or personal property owned by the Company; and executing any and all other instruments and perform any acts determined to be necessary or advisable to carry out the intentions and purposes of the Company
2. Performing any and all acts necessary to pay any and all organizational expenses incurred in the creation of the Company and in raising additional capital, including, without limitation, reasonable brokers' and underwriters' commissions, legal and accounting fees, license and franchise fees (it being understood that all expenses incurred in the creation of the Company and the commencement of the Company business will be borne by the Company); and compromise, arbitrate or otherwise adjust claims in favor of or against the Company and to commence or defend against litigation with respect to the Company or any assets of the Company as deemed advisable, all or any of the above matters being at the expense of the Company; and to execute, acknowledge and deliver any and all instruments to effect any and all of the foregoing.
3. Purchasing goods or services from any corporation or other form of business enterprise, whether or not such corporation or business enterprise is owned or controlled by, or affiliated with, the Managers or Members, including management services at the usual and customary rates prevailing in the management industry from time to time for similar services.

4. Any Manager may delegate, generally or specifically, any right or power given to such Manager pursuant this Agreement, to any other entity, trust, or natural person.

Section I. Obligations of Managers. The Managers, under the direction of the members, will manage or cause to be managed the affairs of the Company in a prudent and businesslike manner and will devote such time to the Company affairs as they will, in their discretion exercised in good faith, determine is reasonably necessary for the conduct of such affairs. In carrying out their obligations, the Managers will:

1. Obtain and maintain such public liability, hazard and other insurance as may be deemed necessary or appropriate by the Managers, but in any event in an amount sufficient to replace the building(s), together with improvements, and personal property comprising part of the Company's assets.
2. Deposit all funds of the Company in one or more separate bank accounts, using such banks or trust companies as the Managers may designate (withdrawals from such bank accounts to be made upon such signature or signatures as the Managers may designate).
3. Maintain complete and accurate records of all properties owned or leased by the Company and complete and accurate books of account (containing such information as will be necessary to record allocations and distributions), and make such records and books of account available for inspection and audit by any Member or his or her duly authorized representative (at the expense of such Member) during the regular business hours and at the principal office of the Company.
4. Prepare and distribute to all Members tax reporting information.
5. Notify all Members of receipt of any notice of default from any lender, within two days after receipt of such notice.
6. Cause to be filed such certificates and do such other acts as may be required by law to qualify and maintain the Company as a limited liability company under all applicable state laws.
7. Maintain a list, in alphabetical order, of all current Members and past Members, together with the mailing address of each Member.
8. Maintain copies of the Articles of Organization, any amendments thereto and powers of attorney, if any, pursuant to which the execution of the Articles of Organization have occurred.
9. Maintain copies of present and past documents relating to the operation and business of the Company.
10. Operate the Company's business within and according to an approved budget.

Section J. Attention of Managers. It is expressly understood and agreed that the Managers will not be required to devote their entire time or attention to the business of the Company.

Section K. Reliance upon Managers. No financial institution or any other person, firm or corporation dealing with the Managers will be required to ascertain whether the Managers are acting in accordance with this Agreement, but such financial institution or such other person, firm or corporation will be protected in relying upon the deed, transfer or assurance of, and the execution of such instrument or instruments by, the Managers.

Article XI

Written Instruments, Loans and Deposits

Section A. Written Instruments. Unless otherwise provided in this Agreement and subject always to the specific directions of the Members, all deeds, mortgages and contracts made by the Company to which the Company will be a party will be executed in its name by a Manager.

Section B. Checks, Drafts, Etc. Unless otherwise provided in this Agreement, all checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Company, will be signed by the Managers, agent or agents of the Company and in such manner as will from time to time be determined by resolution of the Members.

Section C. Deposits. All funds of the Company not otherwise employed will be deposited from time to time to the credit of the Company in such banks, trust companies or other depositories as the Members may select.

Section D. Managers' and Members' Contracts. No contract or other transaction between the Company and any other corporation will be affected or invalidated by the fact that any one or more of the Managers or Members of this Company is or are interested in, or is a director or officer, or are directors or officers of such other corporation, and any Manager or Member, individually or jointly, may be a party or parties to or may be interested in any contract or transaction of this Company or in which this Company is interested; and no contract, act or transaction of this Company with any person or persons, firm or association, will be affected or invalidated by the fact that any Manager or Member of this Company is a party, or are parties to, or interested in, such contract, act, or transaction, or in any way connected with such person or persons, firm or association and each and every person who may become a Member or Manager of this Company is hereby relieved from any liability that might otherwise exist from contracting with the Company for the benefit of such person or any firm or corporation in which such person may be in any way interested.

Article XII

Certificates for Units of Equity Ownership and Their Transfer

Section A. Certificates for Units of Equity Ownership. Subject to the provisions of the Florida Limited Liability Company Act, certificates representing Units of Equity Ownership of the Company will be in such form as may be determined by the Members. Such certificates will be signed by a Manager and countersigned by a Member of the Company. The signatures of such Member and Manager upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Company itself or an employee of the Company. All certificates for Units of Equity Ownership will be consecutively numbered or otherwise identified. All certificates will state the registered holder's name, the number of Units of Equity Ownership represented thereby and the date of issue. The name of the person to whom the Units of Equity Ownership represented thereby are issued, with the number of Units of Equity Ownership and date of issue, will be entered on the books of the Company. All certificates surrendered to the Company for transfer will be canceled, and no new certificate will be issued until the former certificate for a like number of Units of Equity Ownership will have been surrendered and canceled; except that in the case of a lost, destroyed, or mutilated certificate, a new one may be issued therefore upon such terms and indemnity to the Company as the Members may prescribe.

Section B. Transfers of Units of Equity Ownership. Subject to the rights conferred by the laws of the State of Florida, transfers of Units of Equity Ownership of the Company will be made only on the books of the Company by the holder of record thereof or by the legal representative of such holder who will furnish proper evidence of authority to transfer, or by an attorney for such holder acting pursuant to a power of attorney duly executed and filed with a Manager of the Company, and only on surrender for cancellation of the certificate for such Units of Equity Ownership. Except as otherwise provided by law, the person in whose name Units of Equity Ownership stand on the books of the Company will be deemed the owner thereof for all purposes as regards the Company.

Article XIII

Books and Records

Section A. Books and Records. The books and records of the Company will be kept at the principal office of the Company or at such other places, within or without the State of Florida, as the Members will from time to time determine.

Section B. Fiscal Year. The fiscal year of the Company will end on the last day of December in each year.

Section C. Accounting Method. The Company books will be kept on the accrual basis and in accordance with reasonable accounting principles consistently applied.

Section D. Right of Inspection. Any Member of the Company will have the right to examine at any reasonable time or times for any purpose, the books and records of account, minutes and records of Members and to make copies thereof. Such inspection

may be made by any agent or attorney of the Member. Upon the written request of any Member of the Company, the Company will mail to such Member the Company's most recent financial statements, showing in reasonable detail the Company's assets and liabilities and the results of the Company's operations.

Article XIV **Distributions to Members**

The Members may from time to time declare, and the Company may pay, distributions on its outstanding Units of Equity Ownership in the manner and upon the terms and conditions provided by its Articles of Organization, and any amendment thereto, and the Florida Limited Liability Company Act.

Article XV **Dissolution and Termination**

Section A. Dissolution of the Company. Upon the occurrence of any of the following events, the Company will be dissolved:

1. The term of the Company expires;
- 2 All or substantially all of the assets of the Company are sold or transferred;
- 3 The Company ceases its business operations; or
4. The Members unanimously vote to dissolve and terminate the Company.

Section B. Winding Up Company Affairs. If the Company is dissolved, the business and affairs of the Company will continue to be governed by this Agreement during the winding up of the Company's business and affairs.

Section C. Liquidation of the Company. Upon the dissolution and/or termination of the Company, the Managers will proceed with the liquidation of the Company and sale of its assets. The proceeds of such liquidation will be applied and distributed in the following order or priority:

1. Payment of the debts and liabilities of the Company (other than any loans or advances that may have been made by the Members to the Company) and expenses of liquidation;
2. Payment of any loans or advances made to or for the benefit of the Company by a Member;
3. Setting up of any reserves which the Managers may deem reasonably necessary in order to meet any contingent or unforeseen liabilities or obligations of the Company arising out of, or in connection with, the business of the Company. Said reserves will be paid over by the Managers to any financial institution, as escrow agent, with trust authority in the State of Florida in order to be held by it for the purpose of disbursing such reserves in payment of any of the aforementioned contingencies or liabilities; and at the expiration of such period as the Managers will deem advisable, the financial institution will distribute the balance remaining in the manner provided in this Section; and
4. Payment of the balance, if any, of the respective capital accounts of the Members.

Article XVI
Miscellaneous

Section A. Applicable Law. This Agreement and the rights and obligations of the parties hereunder will be construed and interpreted in accordance with the laws of the State of Florida.

Section B. Captions. Paragraphs, titles, or captions in no way define, limit, extend or describe the scope of this Agreement nor the intent of any of its provisions.

Section C. Validity. If any provision of this Agreement, or the application of such provision to any person or circumstance, will be held invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby.

Section D. Binding Effect. This Agreement will inure to and bind all Members, as well as their estates, heirs, personal representatives, successors and assigns.

Section E. Interpretation. As used herein, the masculine includes the feminine and neuter and the singular includes the plural.

Section F. Counterparts. This Agreement or any certificate or amendment pursuant thereto, may be executed in counterparts, all of which taken together will be deemed one original agreement, and will be binding upon all parties hereto notwithstanding that all parties are not signatory to the same counterpart.

Section G. Amendments. This Agreement may be altered, amended, or repealed by the affirmative vote of 100% of the Members at an annual meeting or at a special meeting called for that purpose, provided that a written notice will have been sent to each Member of record entitled to vote at such meeting, stating the alterations, amendments, additions, or changes which are proposed. Only such changes will be made as have been specified in the notice. The power of the Members to alter, amend or repeal may be expressly limited in the Articles of Organization.

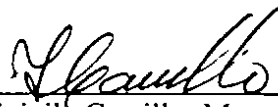
Section H. Notices. All notices under this Agreement will be in writing and will be effective either upon personal delivery or if sent by registered or certified mail, postage prepaid, addressed to the last known address of the party to whom such notice is to be given.

Section I. Waiver of Notice. Whenever notice is required to be given pursuant to the Articles of Organization, and any amendment thereto, the Florida Limited Liability Company Act or this Agreement, a waiver thereof, in writing, signed by the person or entity entitled to such notice, whether before or after the time stated therein, will be deemed equivalent to the giving of such notice.

Section J. Attorneys' Fees and Costs. If litigation is undertaken to enforce the terms of this Agreement or the Articles of Organization of the Company, or any amendment thereto, the prevailing party will be entitled to recover its reasonable attorneys' fees and all court and other costs of the litigation incurred at the trial and appellate levels.

The undersigned, being the Centro Electronico de Idiomas LLC, a Florida limited liability company, by signing below, hereby evidence the adoption and ratification of the foregoing Operating Agreement.

Executed by the Member and Manager on the date indicated.

Dated: 01/05/2022 By: 
Ms. Yulia Zojaila Carrillo, Manager and Member-