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BMI FINANCIAL GROUP, INC.

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AMENDMENT TO ARTICLES OF INCORPORATION OF
BMI FINANCIAL GROUP, INC.

Article III of the Certificate of Incorporation of BMI FINANCIAL GROUP, INC., a Florida corporation, is hereby amended to read henceforth as follows:

ARTICLE III

Capital Stock

Add a new paragraph C entitled Class B Share.

C. Class B Share: The rights, preferences, terms and conditions of the Class B Share shall be as follows:

1. Definitions.

"Holder" means Antonio Sierra.

"Independent Directors" means the "outside directors" of the Company, as defined in Treasury Regulation Section 1.162-27(e)(3) (26 C.F.R. § 1.162-27(e)(3)).

"Loan" means that certain loan, evidenced by a promissory note dated March 21, 2011, payable by the Company to Totalbank and guaranteed by the Holder, and any extensions, renewals, modifications or refinancings thereof.

"Termination Event" means any one or more of the following events:

- (i) A liquidation, dissolution or winding up of the Company;
- (ii) The payment in full of the Loan;
- (iii) The death of the Holder; or
- (iv) The full and final release of the Holder from all direct and indirect liability under the Loan.

2. Dividends. The Holder of the Class B Share shall receive an annual dividend equal to seven and one-half percent (7.5%) of the Company's net income for the year, determined in accordance with generally accepted accounting principles. The dividend shall be paid in cash within one hundred twenty (120) days after the end of the year; provided, that if a Termination Event occurs during the year, the dividend payable with respect to the Class B Share shall be: (a) an amount equal to seven and one-half

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percent (7.5%) of the Company's net income for the year through the date of the Termination Event; and (b) paid within sixty (60) days after the occurrence of the Termination Event.

3. **Voting Rights.** The holder of the Class B Share shall have no voting rights.

4. **Liquidation, Dissolution or Winding Up.** Upon any liquidation, dissolution or winding up of the Company, no distribution shall be made to the holder of the Class B Share, except for an amount equal to accrued and unpaid dividends thereon as of the date of the liquidation, dissolution or winding up.

5. **Redemption.** The Class B Share may be redeemed by the Company at any time as determined by the Board of Directors of the Company, acting by majority vote of the Independent Directors. Upon any such redemption, the Company shall pay the Holder: (a) \$10, plus (b) the accrued and unpaid dividends on the Class B Share as of the date of redemption. In addition, upon the occurrence of a Termination Event: (a) the Class B Share shall be automatically redeemed and cancelled, and (b) the Company shall pay the Holder the dividends set forth in the preceding sentence.


6. **Assignment.** The Class B Share may not be assigned, transferred or otherwise disposed of by the Holder.

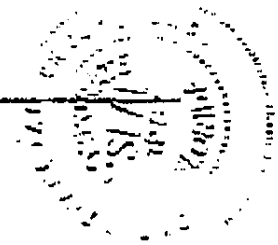
7. **Amendment.** The Articles of Incorporation of the Company shall not be amended in any manner which would materially alter or change the preferences or rights of the Class B Share without the affirmative vote of: (a) the holders of a majority of the Class A Shares voting together as a single class, and (b) a majority of the Independent Directors.

I hereby certify that the above amendment to the Certificate of Incorporation of BMI FINANCIAL GROUP, INC., was approved by the Board of Directors and Stockholders of the corporation at a Joint Meeting of the Board of Directors and Shareholders duly held on the 23rd day of September, 2011.

IN WITNESS WHEREOF, the undersigned officers, pursuant to the approval and authority given by the Board of Directors and Stockholders, have set their hands and affixed the corporate seal.

BMI FINANCIAL GROUP, INC.



BY: Anthony F. Sierra, President



STATE OF FLORIDA)
) SS.
COUNTY OF DADE)

I HEREBY CERTIFY that this 26th day of ~~September~~, 2011, personally appeared before me, officers duly authorized to administer oaths and take acknowledge, **Anthony F. Sierra**, to me well known and known to me to be the individual(s) described in and who executed the foregoing instrument as **President of BMI FINANCIAL GROUP, INC., a Florida corporation**, and acknowledged before me that HE executed such instrument as President of said corporation, and that the seal affixed to said instrument is affixed by due and regular corporate authority, and that said instrument is the free act and deed of said corporation, and HE did take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Miami, Florida, the day and year above written.



NOTARY PUBLIC
State of Florida at Large

My Commission Expires:



This Instrument prepared by:

Rosario P. Duncan, Esq.
8950 S.W. 74th Court, 23rd Floor
Miami, FL 33156
Fla. Bar No.: 239909

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CERTIFICATE AS TO RESOLUTIONS

I, **Rosario P. Duncan**, Secretary of BMI FINANCIAL GROUP, INC., being first duly sworn and deposed hereby certify as follows:

1. The Board of Directors at a meeting held on June 21, 2011, recommended that the Articles of Incorporation be amended as follows; subject to a vote by the Shareholders at the next annual meeting.

2. At a Meeting of the Shareholders of the Corporation, duly and regularly held in accordance with the Corporation's Bylaws on September 23, 2011, at which a quorum as prescribed by law and the by-laws of the Corporation was present and voting throughout, the following recitals and resolutions were adopted by a majority of Shareholders and the same have not been revoked, cancelled, annulled or amended in any manner and are in full force and effect on the date of this Certificate:

RESOLVED, to amend Article III of the Certificate of Incorporation to read as follows:

C. Class B Share: The rights, preferences, terms and conditions of the Class B Share shall be as follows:

1. Definitions.

"Holder" means Antonio Sierra.

"Independent Directors" means the "outside directors" of the Company, as defined in Treasury Regulation Section 1.162-27(e)(3) (26 C.F.R. § 1.162-27(e)(3)).

"Loan" means that certain loan, evidenced by a promissory note dated March 21, 2011, payable by the Company to Totalbank and guaranteed by the Holder, and any extensions, renewals, modifications or refinancings thereof.

"Termination Event" means any one or more of the following events:

- (i) A liquidation, dissolution or winding up of the Company;
- (ii) The payment in full of the Loan;
- (iii) The death of the Holder; or
- (iv) The full and final release of the Holder from all direct and indirect liability under the Loan.

2. Dividends. The Holder of the Class B Share shall receive an annual dividend equal to seven and one-half percent (7.5%) of the Company's net income for the year, determined in accordance with generally accepted accounting principles. The dividend shall be paid in cash within one hundred twenty (120) days after the end of the year; provided, that if a Termination Event occurs during the year, the dividend payable

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with respect to the Class B Share shall be: (a) an amount equal to seven and one-half percent (7.5%) of the Company's net income for the year through the date of the Termination Event; and (b) paid within sixty (60) days after the occurrence of the Termination Event.

3. Voting Rights. The holder of the Class B Share shall have no voting rights.

4. Liquidation, Dissolution or Winding Up. Upon any liquidation, dissolution or winding up of the Company, no distribution shall be made to the holder of the Class B Share, except for an amount equal to accrued and unpaid dividends thereon as of the date of the liquidation, dissolution or winding up.

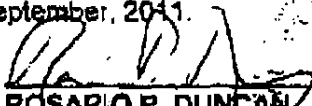
5. Redemption. The Class B Share may be redeemed by the Company at any time as determined by the Board of Directors of the Company, acting by majority vote of the Independent Directors. Upon any such redemption, the Company shall pay the Holder: (a) \$10, plus (b) the accrued and unpaid dividends on the Class B Share as of the date of redemption. In addition, upon the occurrence of a Termination Event: (a) the Class B Share shall be automatically redeemed and cancelled, and (b) the Company shall pay the Holder the dividends set forth in the preceding sentence.

6. Assignment. The Class B Share may not be assigned, transferred or otherwise disposed of by the Holder.

7. Amendment. The Articles of Incorporation of the Company shall not be amended in any manner which would materially alter or change the preferences or rights of the Class B Share without the affirmative vote of: (a) the holders of a majority of the Class A Shares voting together as a single class, and (b) a majority of the Independent Directors.

FURTHER RESOLVED, that the Shareholders hereby empower the officers of the Company to do all necessary acts and execute all necessary documents required to implement the above resolutions.

IN WITNESS WHEREOF, this Certificate has been signed and the seal of the Corporation has been affixed hereto this 26th day of September, 2011.


ROSARIO P. DUNCAN
Secretary

(SEAL)

SWORN TO and SUBSCRIBED before me this 26th day of September, 2011, by ROSARIO P. DUNCAN, who is personally known to me or who produced n/a as identification, at Miami, Dade County, Florida.


NOTARY PUBLIC

My Commission Expires:



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