

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR VILLAGRAN ENTERPRISES, LLC**

A Member-Managed Limited Liability Company

THIS LIMITED LIABILITY COMPANY AGREEMENT (the Agreement) is made and entered into, effective November 1, 2010 by Gabriela Villagran and Patrick Villagran and each individual or business entity later subsequently admitted to the Company. These individuals and/or business entities shall be known as and referred to as "Members" and individually as a "Member".

As of this date the Members have formed the Limited Liability Company named above under the laws of the State of Texas. Accordingly, in consideration of the conditions contained herein, they agree as follows:

**ARTICLE I
Company Formation and Registered Agent**

- 1.1 FORMATION.** The Members hereby form a Limited Liability Company ("Company") subject to provisions of the Limited Liability Company Act as currently in effect as of this date. A Certificate of Formation shall be filed with the Secretary of State.
- 1.2 NAME.** The name of the Company shall be: Villagran Enterprises, LLC.
- 1.3 REGISTERED OFFICE AND AGENT.** The location of the registered office of the Company shall be:
- 23814 Seventh Heaven
Katy, TX 77494
- 1.4 TERM.** The term of the Company shall be perpetual unless dissolved by:
- (a) Members whose capital interest as defined in Article 2.2 exceeds 50 percent vote for dissolution; or
 - (b) Any event which makes it unlawful for the business of the Company to be carried on by the Members; or
 - (c) The death, resignation, expulsion, bankruptcy, retirement of a Member or the occurrence of any other event that terminates the continued membership of a Member of the Company; or
 - (d) Any other event causing dissolution of a Limited Liability Company under the laws of the State of Texas.

1.5 CONTINUANCE OF COMPANY. Notwithstanding the provision of ARTICLE 1.4, in the event of an occurrence described in ARTICLE 1.4(c), if there is at least one remaining Member, said remaining Member shall have the right to continue the business of the Company. Such right can be exercise within ninety (90) days after the occurrence of an event described in ARTICLE 1.4(c). If not so exercised, the right of the Members to continue the business of the Company shall expire.

1.6 BUSINESS PURPOSE. The purpose of the Company is to engage in any lawful act or activity for which a Limited Liability Company may be formed under the Limited Liability statutes of the State of Texas.

1.7 PRINCIPAL PLACE OF BUSINESS. The location of the principal place of business of the Company shall be:

23814 Seventh Heaven
Katy, TX 77494

or at such other place as the members from time to time select.

1.8 THE MEMBERS. The name and place of residence of each member are as follows:

Gabriela Villagran
23814 Seventh Heaven
Katy, TX 77494

Patrick Villagran
23814 Seventh Heaven
Katy, TX 77494

1.9 ADMISSION OF ADDITIONAL MEMBERS. Except as otherwise expressly provided in the Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the prior unanimous written consent of the Members.

ARTICLE 2

Capital Contributions

2.1 INITIAL CONTRIBUTIONS. The members initially shall contribute to the Company capital as determined by the Members. Such determination need not be in writing.

2.2 ADDITIONAL CONTRIBUTIONS. Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital.

ARTICLE 3
Profits, Losses and Distributions

3.1 PROFIT/LOSSES. For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as amended from time to time in accordance with Treasury Regulation 1.704-1.

3.2 DISTRIBUTIONS. The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(d). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

ARTICLE 4
Management

4.1 MANAGEMENT OF THE BUSINESS. Management of the Company shall be vested in the Members.

4.2 MEMBERS. The liability of the Members shall be limited as provided under the laws of the Texas Limited Liability statutes.

4.3 COMPANY PROPERTY. Title to the Company's assets shall be held in the Company's.

4.4 COMPANY INFORMATION. Upon request, the Members shall supply to any member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Member's possession regarding the Company or its activities. The exercise of the rights contained in this ARTICLE 4.6 shall be at the requesting Member's expense.

4.5 EXCULPATION. Any act or omission of the Members, the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith to promote the best interests of the Company, shall not subject the Members to any liability to the Members.

4.6 INDEMNIFICATION. The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or

proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

4.7 RECORDS. The Members shall cause the Company to keep at its principal place of business the following:

- (a) a current list in alphabetical order of the full name and the last known street address of each Member;
- (b) a copy of the Certificate of Formation and the Company Operating Agreement and all amendments,
- (c) copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;
- (d) copies of any financial statements of the limited liability company for the three most recent years.

ARTICLE 5

Bookkeeping

5.1 BOOKS. The Members shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business. Such books shall be kept on such method of accounting as the Members shall select. The company's accounting period shall be the calendar year.

5.2 MEMBER'S ACCOUNT. The Members shall maintain separate capital and distribution accounts for each member. Each members capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his initial capital contribution increased by:

- (a) any additional capital contribution made in him/her;
- (b) credit balances transferred from his distribution account to his capital account; and decreased by;
- (a) distributions to him/her in reduction of Company capital;
- (b) the Member's share of Company losses if charged to his/her capital account.

5.3 REPORTS. The Members shall close the books of account after the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

ARTICLE 6
Transfers

6.1 ASSIGNMENT. If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of his interest in the Company, such Member shall first make a written offer to sell such interest to the other Members at a prices determined by mutual agreement. If such other Members decline or fail to elect such interest within thirty (30) days, and if the sale or assignment is made and the Members fail to approve this sale or assignment unanimously then, pursuant to the Texas Limited Liability statutes, the purchaser or assignee shall have no right to participate in the management of the business and affairs of the Company. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

MEMBERS



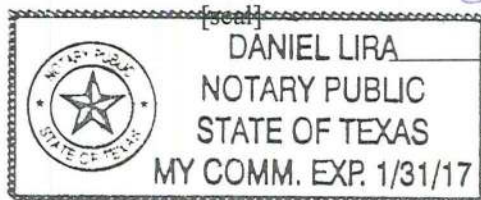
Patrick Villagran



Gabriela Villagran

NOTARY

SUBSCRIBED AND SWORN TO BEFORE ME by the said Patrick Villagran and Gabriela Villagran this the 17 day of September, 2014.





The State of Texas

Secretary of State

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APOSTILLE

(Convention de La Haye du 5 Octobre 1961)

1. Country

United States of America

This public document

2. has been signed by

DANIEL LIRA

3. acting in the capacity of

Notary Public, State of Texas

4. and bears the seal/stamp of

DANIEL LIRA,
Notary Public, State of Texas,
Commission Expires: 01-31-17

CERTIFIED

5. at Austin, Texas

6. on September 17, 2014

7. by the Secretary of State of Texas

8. Certificate No. 10144920

9. Seal

10. Signature:



NANDITA BERRY

Nandita Berry
Secretary of State

GF/eg