

CERTIFICATE OF COLLATION

I, the undersigned, Patina D.S. Knights, a Notary Public by Authority of the Government and duly admitted and sworn and practising in St. Vincent and the Grenadines do hereby certify and attest that I have collated and compared the annexed copies of the following documents pertaining to the Limited Liability Company known as: **IGNIS Financial Group LLC** namely:

- Certificate of Formation dated **June 29, 2023** – Limited Liability Company No: 3135 LLC 2023;
- Certificate of Exemption from Import Duties dated **June 29, 2023**;
- Certificate of Exemption from Direct Taxes dated **June 29, 2023**;
- Articles of Formation dated and registered on **June 29, 2023**;
- Appointment of Managers dated **June 29, 2023**;
- Acceptance of Appointment **June 29, 2023**;
- First Manager's Minutes dated **June 29, 2023**;
- Operating Agreement dated **June 29, 2023**;
- Register of Managers dated **June 29, 2023**;
- Register of Members dated **June 29, 2023**;
- Membership Certificate 1 issued **June 29, 2023**.

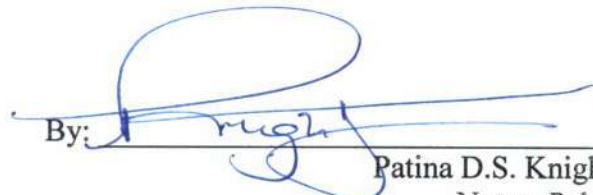
With the originals thereof, and I confirm that the said copies are true copies of the originals.

I, the undersigned, Patina D.S. Knights, do hereby certify that:

- The signature appearing on Articles of Formation dated **June 29, 2023** is that of **Elizabeth Ollivierre** who has the power to represent **WILFRED SERVICES LTD**, the Registered Agent.

IN FAITH AND TESTIMONY WHEREOF an Act being required, I have granted the same under my hand and seal of office to serve and avail as occasion may require.

THUS DONE AND PASSED at Kingstown on this 6th day of July, 2023

By: 
Patina D.S. Knights
Notary Public



APOSTILLE

(Convention de La Haye du 5 Octobre 1961)

1. Country: St. Vincent and the Grenadines
This public document
2. has been signed by **Patina D.S. Knights**
3. acting in the capacity as Notary Public
4. bears the seal of the Notary Public, St. Vincent.

CERTIFIED

5. at the Financial
Services Authority

6. The th13 day of *July* 2023

7. by *DEREK ST-ROSE*

~~Executive Director/~~
Deputy Executive Director/
~~Manager Administration~~
St. Vincent and the Grenadines

8. No. *FSA-2024/2023*

9. Seal/Stamp



10. Signature

[Handwritten Signature]
~~Executive Director/Deputy Executive Director/~~
~~Manager Administration~~



**SAINT VINCENT AND THE GRENADINES
LIMITED LIABILITY COMPANIES ACT, CHAPTER 151 OF THE REVISED LAWS OF SAINT
VINCENT AND THE GRENADINES, 2009**

(Section 12 (5))

Certificate of Formation

IGNIS Financial Group LLC
(NAME OF LIMITED LIABILITY COMPANY)

3135 LLC 2023
(LIMITED LIABILITY COMPANY NUMBER)

**I HEREBY CERTIFY THAT THE ABOVE-MENTIONED LIMITED LIABILITY COMPANY
WAS FORMED UNDER THE LIMITED LIABILITY COMPANIES ACT, CHAPTER 151
OF THE REVISED LAWS OF SAINT VINCENT AND THE GRENADINES, 2009 ON**

29th June, 2023
(Date of Formation)

REGISTRAR
REGISTRAR OF LIMITED LIABILITY COMPANIES

This document is not a licence. This company is not regulated or licensed to engage in forex trading or brokerage, cryptocurrency, binary options or CFDs by the Financial Services Authority. The Financial Services Authority does not "Regulate, Monitor, Supervise or License" Limited Liability Companies which are engaged in these activities





SAINT VINCENT AND THE GRENADINES
LIMITED LIABILITY COMPANIES ACT, CHAPTER 151 OF THE REVISED LAWS OF SAINT
VINCENT AND THE GRENADINES, 2009

(Section 91(8)(a))

Certificate of Exemption from Import Duties

IGNIS Financial Group LLC
(NAME OF LIMITED LIABILITY COMPANY)

3135 LLC 2023
(LIMITED LIABILITY COMPANY NUMBER)

I HEREBY CERTIFY THAT THE ABOVE-MENTIONED LIMITED LIABILITY COMPANY,
FORMED ON

29th June, 2023
(DATE OF FORMATION)

is exempted from all import duties pertaining to the importation into the State of any office furniture
or equipment necessary for conducting its business as provided in Part
12 of the Limited Liability Companies Act, Chapter 151 of the Revised Laws of
Saint Vincent and the Grenadines, 2009

Dated the 29th day of June 2023

REGISTRAR
REGISTRAR OF LIMITED LIABILITY COMPANIES





SAINT VINCENT AND THE GRENADINES
LIMITED LIABILITY COMPANIES ACT, CHAPTER 151 OF THE REVISED LAWS OF SAINT
VINCENT AND THE GRENADINES, 2009

(Section 91 (8)(b))

Certificate of Exemption from Direct Taxes

IGNIS Financial Group LLC
(NAME OF LIMITED LIABILITY COMPANY)

3135 LLC 2023
(LIMITED LIABILITY COMPANY NUMBER)

I HEREBY CERTIFY THAT THE ABOVE-MENTIONED LIMITED LIABILITY COMPANY,
FORMED ON

29th June, 2023
(DATE OF FORMATION)

has elected not to pay 1% on its profits and gains and is therefore exempted from all
forms of direct taxes as provided in Part 12 of the Limited Liability Companies Act, Chapter 151 of the
Revised Laws of Saint Vincent and the Grenadines, 2009

Dated the 29th day of June 2023


REGISTRAR
REGISTRAR OF LIMITED LIABILITY COMPANIES



FORM 4

Saint Vincent and the Grenadines

LIMITED LIABILITY COMPANIES ACT, CHAPTER 151
OF THE REVISED LAWS OF SAINT VINCENT AND THE GRENADINES, 2009
(Section 12)

ARTICLES OF FORMATION

1. (a) Name of LLC: **IGNIS Financial Group LLC**

(b) Type of LLC: (Check one box only)

☒ Single

☐ Series

2. Registered Office Suite 305, Griffith Corporate Centre, Beachmont, Kingstown,
Address: St. Vincent and the Grenadines
Mailing Address: Suite 305, Griffith Corporate Centre, Beachmont, Kingstown
St. Vincent and the Grenadines

3. Registered Agent:

Name: Wilfred Services Ltd.

Address: Suite 305, Griffith Corporate Centre, Beachmont, Kingstown
St. Vincent and the Grenadines

Mailing Address: Suite 305, Griffith Corporate Centre, Beachmont, Kingstown
St. Vincent and the Grenadines

4. If the LLC proposes to have a specific date of dissolution, the latest date on which the LLC must dissolve:

5. Effective date of Formation: June 29, 2023
Date of Filing Articles of Formation: June 29, 2023
Other Date (please specify):

6. The LLC has irrevocably elected to pay taxes at 1% under section 91(2) of the Act.
(Check **ONE** box ONLY)



☐ Yes

☒ No

7. Select the type(s) of business activities in which the LLC will be engaged (Check ALL boxes that apply)

☐ Forex Trading/Brokerage

☒ Cryptocurrency

☐ Contract for Difference (CFDs)

☐ Holding Company (IP Assets-trademark, patents etc.)

☐ Real Estate

☐ Shipping

☐ Other:

Other matters, if any

Date: June 29, 2023

Signature:

[Handwritten Signature]

FOR REGISTRY USE ONLY

Company Number:

Agent Code No:

Date Filed:

Received By:



**IGNIS Financial Group LLC
3135 LLC 2023**

Limited Liability Companies Act, Chapter 151 of
the Revised Laws of Saint Vincent and the Grenadines, 2009

**We, the undersigned, being the Registered Agent and the Incorporator
of the above named company**

hereby elect the following individual(s) to be the Manager(s) of the Company:

JOSUE RODRIGUEZ VAZQUEZ

Dated this 29th day of June, 2023

WILFRED SERVICES LTD.

By *Merma De Freitas*

Name: MERMA DEFREITAS

Position: MANAGING DIRECTOR



ACCEPTANCE OF APPOINTMENTS

IGNIS Financial Group LLC
Suite 305, Griffith Corporate Centre, Beachmont
Kingstown, St. Vincent and the Grenadines

Effective the date affixed, **JOSUE RODRIGUEZ VAZQUEZ**

hereby, accepts the positions of "Manager & SECRETARY" of the following company:

IGNIS Financial Group LLC

DATED: 29th day of June, 2023


JOSUE RODRIGUEZ VAZQUEZ
Manager of IGNIS Financial Group LLC



FIRST MANAGER'S MINUTES

ADOPTED BY THE UNANIMOUS WRITTEN CONSENT OF THE
BOARD OF MANAGERS OF

a Limited Liability Company of St. Vincent and the Grenadines

WE THE UNDERSIGNED, being all of the members of the Board of Manager of
IGNIS Financial Group LLC, a Limited Liability Company, as duly appointed by the
Registered Agent of the Company, and now constituted, do by this writing adopt the
resolutions contained and take the actions reflected herein, as follows:

I. ACTIONS OF THE REGISTERED AGENT

- (a) WHEREAS the Company has now been duly incorporated under the laws of
St. Vincent and the Grenadines;

AND WHEREAS the Board of Manager's has been duly appointed by the
Registered Agent;

In recognition of the actions taken by the Registered Agent on behalf of the
Limited Liability Company to date, and upon a motion duly made and carried
unanimously, it was

RESOLVED that the Board of Manager's hereby does ratify any and all
actions taken to date by the Subscriber of the Company in connection with the
incorporation and organization of the Limited Liability Company; and

IT WAS FURTHER RESOLVED that copies of any documents prepared and
executed by the Registered Agent of the said Company be, and hereby is directed to
be entered into the records of the Limited Liability Company, and made a part
thereof.

Manager Meeting

IGNIS Financial Group LLC



II. ACTIONS OF THE BOARD OF MANAGER

(b) Articles of Formation

The Articles of Formation of the Company, as filed with the Registrar of Limited Liability Company in St. Vincent and the Grenadines on the 29th day of June, 2023 was presented to the Board of Manager and upon a motion duly made and carried unanimously, it was

RESOLVED that the Articles of Formation be accepted and entered into the Minute Book of this Limited Liability Company.

(c) By-Laws

The Board of Manager was presented with a copy of the By-Laws for the company and upon a motion duly made and carried unanimously, it was

RESOLVED that the By-Laws be accepted and entered into the Minute Book of this Limited Liability Company.

(d) Registered Office

Upon motion duly made and carried unanimously, it was

RESOLVED that the Registered Office as presented in the Articles of Formation be the location of: Suite 305, Griffith Corporate Centre, Beachmont, Kingstown, St. Vincent and the Grenadines.

(e) Election of Officers

The matter of the election of officers was brought before the Board and upon motion duly made and carried unanimously it was

RESOLVED that each of the following persons/companies be, and are hereby elected to the office or offices of the Company as set forth next to the name(s).
below **JOSUE RODRIGUEZ VAZQUEZ**, manager

IT WAS FURTHER RESOLVED that each person/companies are to serve until such time as the respective successor shall have been duly qualified and elected or the relationship with the Company be terminated by the Board, whichever event shall first occur.



II. ACTIONS OF THE BOARD OF MANAGER

(f) Corporate Seal

Following a motion duly made and carried unanimously it was **RESOLVED** that the Corporate Seal in the form presented to the Board and affixed to the right of this paragraph be adopted as the seal of the Company.



(g) Stock Certificate

A form of Stock Certificate was presented to the Board and attached to these Minutes, and upon motion duly made and carried unanimously it was

RESOLVED, that the Board of Manager does hereby adopt as the form of Stock Certificate of the Company, to evidence ownership of common and preferred Stock of the Company, the form attached to these minutes.

(h) Issue of Initial Subscriber Stock Certificate

Upon a motion duly made by the Chairman and carried unanimously, IT WAS **RESOLVED** to allot and issue to the Subscriber to the Articles of Formation, as fully paid shares through services rendered, the common shares set out below for which they subscribed, and that Share Certificate be issued accordingly:

Name	Certif. No.	Percentage of Units
JOSUE RODRIGUEZ VAZQUEZ	1	100%



II. ACTIONS OF THE BOARD OF MANAGER

(cont'd)

(j) Corporate Bank Account

Upon motion duly made and carried unanimously it was

RESOLVED that any Manager or Secretary of the Company shall open a bank or brokerage account on behalf of the Company with any banking institution within or outside of St. Vincent and the Grenadines for the purposes of the Company.

II. ACCEPTANCE OF ACTIONS OF THE BOARD OF MANAGER

THE UNDERSIGNED, being all of the Manager of **IGNIS Financial Group LLC**, hereby accept the foregoing Minutes of the First Manager's Meeting and accept the Resolutions in accordance with the provisions of Limited Liability Companies Act Chapter 151 of the Revised Laws of Saint Vincent and the Grenadines, 2009.

Executed this 29th day of June, 2023



JOSUE RODRIGUEZ VAZQUEZ
Manager of IGNIS Financial Group LLC



LIMITED LIABILITY COMPANY OPERATING AGREEMENT

OF

IGNIS Financial Group LLC
(the Company")

(a "St. Vincent and the Grenadines, Limited Liability Company")

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT (the "Agreement") is made, entered into, and effective this **29th day of June, 2023** by and **JOSUE RODRIGUEZ VAZQUEZ, Manager(s)**, of the Company (as defined below), and the beneficial owners of the Company (as defined below).

WHEREAS, the parties hereto formed a limited liability company pursuant to the St. Vincent and the Grenadines Limited Liability Companies (Amendment) Act 2010, by filing a Certificate of Formation of the Company with the office of the Registrar of Limited Liability Companies; and

WHEREAS, it is intended by the parties hereto that property may be contributed to the Company in general, but also that other property (referred to as "Separate Property" as defined below) will be contributed or otherwise acquired, and held under this LLC. Further, none of the debts, liabilities, obligations or expenses incurred, contracted for or otherwise existing with respect to the Company in general, shall be enforceable against the assets of the Company.

WHEREAS, the initial property contributed to the Company in general, shall be reflected or stated in Exhibit A attached hereto.



IT IS THEREFORE, NOW AGREED, in consideration of the mutual promises and obligations contained herein, as follows:

ARTICLE 1

DEFINITIONS

The following terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

"Act" means the St. Vincent and the Grenadines Limited Liability Companies (Amendment) Act 2010, as amended from time to time.

"Affiliate" means each Person controlling, controlled by, or under common control with a Member or Manager as the case may be.

"Agreement" means this Limited Liability Company Operating Agreement, as amended or restated from time to time.

"Capital Account" means with respect to the Company and, the capital account maintained for each Member associated with the Company in accordance with the provisions of Paragraph 8.3. A separate Capital Account shall be maintained for each Member's interest in the Company

"Capital Contribution" means with respect to any Member, any contribution to the Company or other property (at such other property's initial gross asset value) by such Member whenever made.

"Certificate of Formation" means the Certificate of Formation of the Company and any and all amendments thereto and restatements thereof filed on behalf of the Company pursuant to the Act.

"Company" means **IGNIS Financial Group LLC**, a limited liability company,

"Distributable Cash" means with respect to the Company, all cash, revenues and funds received by the Company from the operation of the Company, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders with respect to the Company, (ii) all cash expenditures incurred by the Company in the normal operation of business, and (iii) such Reserves as the Manager(s) associated with the Company deem reasonably necessary for the proper operation of the business of the Company.

"Entity" means any general partnership, limited partnership, other limited liability company, corporation, joint venture, trust, association, foreign trust or foreign business organization or other organization that is not a natural person.



"Fiscal Year" means a calendar year, with respect to the Company.

"Majority Interest" means with respect to the Company of the Company, at any time, more than fifty percent (50%) of the Voting Interests held by voting Members associated with the Company as applicable. For this purpose, any interest in the Company held by a non-Member shall be deemed to be non-voting and not outstanding for determining a majority interest.

"Manager" means with respect to the Company, the initial Manager, who shall serve until such Manager's successor is elected, and who shall be: **JOSUE RODRIGUEZ VAZQUEZ**, if **JOSUE RODRIGUEZ VAZQUEZ** resigns or is unable to act as Manager of the Company, for any reason, the MEMBERS of the Company shall nominate, elect and appoint each successor Manager, as required.

"Member" means with respect to the Company, a Person who executes a counterpart of this Agreement as a Member of the Company in accordance with this Agreement. A Member of the Company shall be a Member of the Company until the Company is dissolved, wound up and terminated in accordance with the Act and this Agreement.

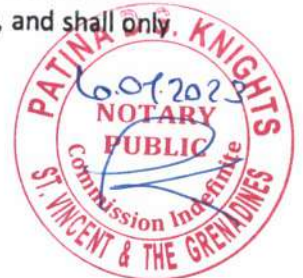
"Membership Interest" means with respect to the Company or, a Member's entire limited liability company interest in the Company.

"Person or Persons" means any individual or Entity, their heirs, executor, administrators, legal representatives, successors, and assigns of such individual or Entity where the context so permits.

"Registrar" means the Registrar of Limited Liability Companies.

"Reserves" means with respect to the Company or, funds set aside or amounts allocated to reserves that shall be maintained in amounts deemed sufficient by the Manager(s) associated with the Company for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the business of the Company, or incident to the liquidation of the Company pursuant to Paragraph 12.4.

"Voting Interests" means (a) with respect to a Member of the Company, the percentage of such Member's Capital Account balance in the Company relative to the aggregate Capital Account balances of all Members of the Company, If any non-voting interests in the Company are later authorized by the unanimous consent of the Members of the Company, the non-voting interest holders, although Members, shall be passive, and shall not have any power to vote, and shall only obtain a purely economic interest in the Company.



ARTICLE 2

FORMATION OF COMPANY

2.1 Formation of Company. The initial Members of the Company authorized the Manager(s), or the Manager(s) agent, to execute and deliver a Certificate of Formation to the Registrar with and pursuant to the Act. The initial Member(s) hereby agree that the Company shall exist as a limited liability company under and pursuant to the provisions of the Act and agree that the rights, duties and liabilities of all Members of the Company shall be as provided in the Act, except as otherwise provided herein.

2.2 Name. The name of the Company shall be **IGNIS Financial Group LLC**

2.3 Principal place of Business. The principal place of business of the Company shall **AV.JESUS DEL MONTE 41, EDIF B, DEPTO 1705, HACIENDA DE LAS PALMAS**. The company may locate its place of business at any other place or places as the manager(s) may from time to time deem advisable.

2.4 Registered Office and Registered Agent. The Company's **registered office** in St. Vincent and the Grenadines shall be the office of its registered agent: **Suite 305, Griffith Corporate Centre, Beachmont, Kingstown, St. Vincent and the Grenadines**, and the Company's **registered agent** in St. Vincent and the Grenadines shall be **Wilfred Services Ltd**. The registered office and registered agent of the Company may be changed at any time by filing the address of the new registered office and/or the name of the new registered agent with the Registrar pursuant to the Act.

ARTICLE 3

BUSINESS OF COMPANY

3.1 Business of Company. The business of the Company may be:

- (a) To transact any and all lawful business for which a limited liability company may be formed under the Act;
- (b) To purchase, hold and administer business or investment assets, including but not limited to real estate, securities, or other forms of tangible or intangible personal property wherever located; and
- (c) To transact all business necessary, appropriate, advisable, convenient or incidental to any of the foregoing provisions; and
- (d) To provide brokerage, training and managed account services in currencies, commodities, indexes, CFDs and leverage financial instruments.

The Company shall through its Manager(s) have the power to do any or all of the acts necessary, appropriate, advisable, incidental or convenient to or for the furtherance of the purposes described herein and for the protection or benefit of the Company.



ARTICLE 4

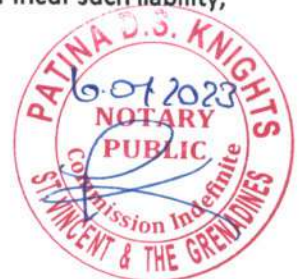
NAMES OF MEMBERS

- 4.1 Members of Company. The name(s) of the initial Member(s) of the Company is/are set forth on the signature page of this Agreement, as well as on **Exhibit A** of this Agreement. Additional Members of the Company hereafter shall be indicated on a separate signature page, as amended or restated from time to time.

ARTICLE 5

RIGHTS AND DUTIES OF MANAGERS

- 5.1 Management. The business and affairs of the Company shall be vested in the Manager(s) of the Company.
- 5.2 Bank or Other Accounts. The Manager(s) of the Company shall be authorized to open and sign on bank or other accounts in the name of the Company, as appropriate, and the Manager(s) shall be the only signatories thereon.
- 5.3 Certain Powers of Managers. The Manager(s) of the Company shall have the power and authority, on behalf of the Company only:
- (a) To acquire property from any Person as such Manager(s) may determine, whether or not such Person is directly or indirectly affiliated or connected with any Member;
 - (b) To borrow from banks, other lending institutions, any Member), or affiliates of any Member on such terms as the Manager(s) deem appropriate, and in connection herewith, to encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums. No debt or liability shall be contracted or incurred by or on behalf of the Company except by the Manager(s) associated with the Company or, to the extent permitted under the Act, this Agreement by agents or employees associated with the Company and expressly authorized in writing by the Manager(s) associated with the Company to contract such debt or incur such liability;



- (c) To purchase liability and other forms of insurance to protect the property and business of the Company;
- (d) To hold and own such real and personal properties in the name of the Company, as appropriate;
- (e) To invest funds of the Company or a in time deposits, short-term governmental obligations, commercial paper or other forms of investments;
- (f) Upon the majority vote of the Manager(s) associated with the Company to sell or otherwise dispose of any, all or substantially all of the assets of the Company as part of a single of transactions;
- (g) To execute on behalf of the Company all instruments and documents, including, without limitation, checks, drafts, notes, and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of property; assignments; bills of sale; leases; and any other instruments or documents necessary, appropriate, convenient, advisable or incidental to the business of the Company;
- (h) To employ accountants, legal counsel, managing agents or other experts to perform services for the Company;
- (i) To pay, collect, compromise, litigate, arbitrate, or otherwise adjust or settle any and all other claims or demands of or against the Company, and to hold such proceeds for the payment of contingent liabilities; and
- (j) To enter into any and all other agreements on behalf of the Company or , as appropriate.

5.4 Liability for Certain Acts. Each Manager shall perform such Manager's duties as a Manager of the Company or in good faith, in a manner such Manager reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Manager shall not be liable to the Company, of the Company, or to any Member for any loss or damage sustained by the Company, or a Member, unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct or a wrongful taking by the Manager.

5.5 Managers Have No Exclusive Duty to Company. Any manager may engage in or possess an interest in other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the Company, and the Company, and the Members shall have no rights by virtue of this Agreement in such independent ventures or to the income or profits derived. No Manager shall be obligated to present any particular business or investment opportunity to the Company of the Company.



- 5.6 Indemnity of the Managers, Employees and Other Agents. To the fullest extent permitted by applicable law, if the Manager(s) any officers, directors, Members, employees, representatives or agents of such Manager(s), or their respective affiliates, or any employee shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonable believed to be within the scope of authority conferred on such Covered Person by this Agreement. However, no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of fraud, deceit, gross negligence, willful misconduct or a wrongful taking with respect to their acts or omissions. Any indemnity under this Paragraph 5.6 shall be provided out of and only to the extent of the assets of the Company, as the case may be, and no other Covered Person of the Company shall have any personal liability on account thereof.

To the fullest extent permitted by applicable law, if the Manager(s) associated with the Company approve, expenses (including legal fees) incurred by a Covered Person in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in this Paragraph 5.6. The Company of the Company may purchase and maintain insurance, to the extent and in such amounts as the Manager(s) associated with the Company shall deem reasonable, on behalf of Covered Persons and such other Persons as the Manager(s) shall determine, against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the activities of the Company of the Company.

- 5.7 Salaries. The salaries and other compensation of the Manager(s) associated with the Company shall be fixed from time to time by a majority of the Members associated with the Company.
- 5.8 Resignation. Any Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of the Member.

Removal. At a meeting called expressly for that purpose, all or any lesser number of Managers of the Company may be removed at any time, with or without cause, by the decision of the Members owning more than fifty percent (50%) of the Voting Interests in the Company. The removal of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member unless the removal was for cause.

- 5.10 Vacancies. Any vacancy occurring for any reason in the number of Managers of the Company may be filled by the majority vote of the remaining Managers then in office for



the Company provided that, if there are no remaining Managers, the vacancy or vacancies, shall be filled by a majority vote of the Members owning Voting Interests in the Company.

ARTICLE 6

RIGHTS AND OBLIGATIONS OF MEMBERS

- 6.1 Member Obligations. Except as otherwise provided in this Agreement, if any, or the Act, the debts, obligations and liabilities of the Company, whether arising in contract, torts, or otherwise, shall be solely the debts, obligations and liabilities of the Company as the case may be, and no Member of Manager shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member of Manager. Each Member shall nevertheless be liable for its obligations to make Capital Contributions pursuant to Paragraphs 8.1 and 8.2.

ARTICLE 7

MEETINGS OF MEMBERS

- 7.1 Meetings. Meetings of the Members of the Company of the Company, for any purpose, may be called by such Member(s) holding at least a Majority Interest in the Company. There shall be no requirement that there be an annual meeting. The Manager(s) of the Company may call a meeting of Members at any time for any reason whatsoever.
- 7.2 Place of Meetings. The Members of the Company may designate any place, either within or outside St. Vincent and the Grenadines, as the place of meeting for any meeting of the Members. If a designation is not made, or if a special meeting is otherwise called, the place of meeting shall be the principal place of business of the Company. Any meeting of the Members may also take place by teleconference, so long as a quorum, as provided in Paragraph 7.6 below, is attained and participating.
- 7.3 Notice of Meetings. Except as provided in Paragraph 7.4, written notice, addressed to the Member to be notified, stating the place, day and hour of the meeting and the purpose(s) for which the meeting is called shall be delivered not less than five (5) nor more than thirty (30) days before the date of the meeting, either (i) personally, (ii) by facsimile to the Member's last know facsimile number, (iii) by international mail addressed to the Member at such Member's address as it appears in the Membership records of the Company with postage prepaid, (iv) by e-mail to the Member's last know e-mail address, or (v) by any other manner, at the direction of the Manager(s) of the Company. A properly addressed and adequately specific notice shall be effective: (i) immediately upon personal delivery, (ii) twenty-four (24) hours after the facsimile was sent and received, (iii) seventy-two (72) hours after deposit in the mail, (iv) twenty-four (24) hours after receipt by the sender of the e-mail of a confirmation of electronic delivery by the Member, or (v) only upon receipt for notice by any other manner.
- 7.4 Meeting of All Members. If all the Members associated with the Company shall meet at any time and place, either within or outside St. Vincent and the Grenadines, or participate in a teleconference meeting, and consent to the holding of such meeting at such time and



place or by teleconference, such meeting shall be valid without call or notice, and any lawful actions may be taken.

- 7.5 Record Date. For the purpose of determining Members entitled to notice of or to vote at any meeting, the day immediately prior to the date on which notice of the meeting is delivered, pursuant to Paragraph 7.3 shall be the record date for such determination of Members.
- 7.6 Quorum. Members holding at least a Majority Interest in the Company represented in person or by proxy, shall constitute a quorum at any meeting of Members associated with the Company.
- 7.7 Proxies. At all meetings of Members associated with the Company a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in fact. Such proxy shall be filed with the Members associated with the Company before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. A proxy may only be given verbally during a meeting taking place by teleconference and shall expire at the termination of said meeting.
- 7.8 Waiver of Notice. When any notice is required to be given to any Member, a waiver thereof in writing signed by the Member entitled to such notice, whether before, at, or after the time stated therein, or the participation in a teleconference meeting, shall be equivalent to the giving of such notice.
- 7.9 Action by Members without a Meeting. Action required or permitted to be taken at a meeting of Members associated with the Company of the Company may be taken without a meeting and without prior notice, if consents, whether oral or written, of the Member(s) of the Company are received representing the minimum number of votes that would be necessary to authorize or take such action at a meeting.



ARTICLE 8

CAPITAL ACCOUNTS

- 8.1 Members' Initial Capital Contributions. Each Member associated with the Company shall contribute to the Company the amount as set forth on Exhibit A attached hereto as such Member's initial Capital Contribution to the Company.
- 8.2 Additional Contribution or Loans. A Member associated with the Company shall not be required to make additional Capital Contributions or loans to the Company. None of the terms, covenants, obligations or rights contained in this Agreement, if applicable, are or shall be deemed to be for the benefit of any Person(s) other than the Members associated with the Company, and, to the fullest extent permitted by law, no third party, including creditors of the Company shall under any circumstances have any right to compel any actions or payments by the Members of the Company.
- 8.3 Capital Accounts. An individual Capital Account with respect to the Company shall be established and maintained for each Member associated with the Company. The Capital Account with respect to each Member associated shall be maintained in accordance with the following provisions:
- (a) To such Member's Capital Account there shall be credited such Member's Capital Contributions, such Member's distributive share of profits, and the amount of any liabilities with respect to the Company that are assumed by such Member or that are secured by any assets associated with the Company that are distributable to such Member;
 - (b) To such Member's Capital Account there shall be debited the amount of cash and assets associated with the Company or that are distributed to such member, such member's distributive share of losses with respect to the Company and the amount of any liabilities of such Member that are assumed by the Company with respect to the Company or that are secured by any property contributed by such Member to the Company; and
- 8.4 Loans to Company. Nothing in this Agreement shall prevent any Member from making secured or unsecured loans to the Company by agreement with the Company, as the case may be.



ARTICLE 9

ALLOCATIONS AND DISTRIBUTIONS

- 9.1 Profits and Losses. Subject to the allocation of Paragraph 9.2, profits and losses with respect to the Company for any Fiscal Year shall be allocated among the Members associated with the Company in proportion to such Members' Capital Account balances in the Company for such year.
- 9.2 Allocation Rules. For purposes of determining the profits, losses or any other items with respect to the Company allocable to any period, any such other items shall be determined on a quarterly or other basis, as determined by the Manager(s) for the Company.
- 9.3 Distributable Cash. Except as otherwise provided in Article 12 hereof (relating to the dissolution of the Company), any distribution of cash of the Company during any Fiscal Year shall be made to the Members associated with the Company in proportion to such Members' respective Capital Account balances in the Company for such time as relates to the distribution.
- 9.4 Records and Reports. At the expense of the Company, the Manager(s) associated with the Company shall maintain separate records and accounts for the Company. At a minimum, the Company shall keep at the principal place of business of the Company the following records:
- (a) The current list of the name and last known business, residence or mailing address of each Member associated with the Company; and
 - (b) A copy of this Agreement, and the Certificate of Formation, together with executed copies of any written powers of attorney pursuant to which this Agreement, and the Certificate of Formation have been executed.

ARTICLE 10

TRANSFERABILITY

- 10.1 Transfer. Except as provided herein below, a Member may not transfer any interest in the Company to any other Person, except with the unanimous written consent of the Manager(s) associated with the Company, or the Company, as the case may be. A transferee may be admitted as a Member of the Company only upon complying with Paragraph 11.1.
- 10.2 "Transfer" Defined. The term "transfer" shall mean and include any distribution, sale, transfer, assignment, gift, pledge, hypothecation, grant of a security interest, lien or other disposition, either with or without consideration, whether voluntary or involuntary, by operation of law or otherwise, including, without limitation, transfers incident to divorce or separation, and all executions of legal process attaching to or affecting in any way the Member's interest in the Company. In addition to the foregoing, the following events shall be deemed transfers within the meaning of this shall be subject to the terms and conditions imposed upon transfers:



- (a) In the case of a Member who is a natural person, such Member's death or the entry by a court of competent jurisdiction, adjudicating such Member incompetent to manage such Member's person or property;
 - (b) In the case of a Member that is a trust, the termination of the trust;
 - (c) In the case of a Member that is a partnership, the dissolution and commencement of winding up of the partnership;
 - (d) In the case of a Member that is an estate, the distribution by the fiduciary of the estate's entire interest; and
 - (e) In the case of a Member that is a corporation, the filing of a certificate of dissolution, or its equivalent, for the corporation or the revocation of its charter.
- 10.3 Transfer not an Event of Dissolution. The transfer by a Member of such Member's interest in the Company shall not cause the dissolution or termination of the Company and the business of the Company may be continued thereafter by and for the benefit of the remaining Members.
- 10.4 Offering for Sale of Membership Interest. Any Member desiring to transfer such Member's Membership Interest in the Company, shall give written notice to the Manager(s), associated with the Company, stating such Member's desire to dispose of some or all of such Member's interest.

ARTICLE 11

ISSUANCE AND TRANSFERS OF MEMBERSHIP INTERESTS

- 11.1 Additional Members and Assignees. A Person who receives by any form of transfer or purchase an interest as a Member of the Company shall be admitted to the Company as the case may be, as a Member upon such Person's execution of a counterpart to this Agreement
- 11.2 Retroactive Allocations. No additional Members or assignees shall be entitled to any retroactive allocation of income, gains, losses, deductions, credits or other items.



ARTICLE 12

TERMINATION: DISSOLUTION AND TERMINATION OF THE COMPANY

12.1 Dissolution of the Company. The Company shall be dissolved upon the occurrence of either of the following events:

- (a) By the unanimous written agreement of all Members of the Company; or
- (b) Upon the entry of decree or judicial dissolution under the Act.

The death, retirement, resignation, expulsion, bankruptcy or dissolution of any Member of the Company or the occurrence of any event that terminates the membership of any Member in the Company shall not in and of itself cause dissolution of the Company.

If a Member, who is an individual, dies or a court of competent jurisdiction, adjudges such Member to be incompetent to manage such Member's person or property, the Member's executor, administrator, guardian, conservator, or other legal representative may exercise all of the Member's rights for the purpose of settling such member's estate or administering such member's property. If a Member, who is an Entity and is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor. The Manager(s) of the Company will make the sole decision as to who they shall take instructions from regarding each Member's interests in the Company.

12.2 Winding Up, Liquidation and Distribution of Assets of the Company upon Termination of the Company. Upon termination of the Company, an accounting shall be made of the accounts of the Company, and of the assets, liabilities and operations associated with the company, from the date of the last previous accounting until the date of such termination. The Manager(s) associated with the Company shall immediately proceed to wind up the affairs of the Company.

If the Company is terminated, and its affairs are to be wound up, the Manager(s) associated with the Company shall:

- (a) Sell or otherwise liquidate all of the assets of the Company of the Company as promptly as practicable (except to the extent such Manager(s) may determine to distribute any assets to the Members in kind);
- (b) Allocate any profits or losses resulting from such sales to the respective Capital Accounts of the Members associated with the Company;
- (c) Satisfy whether by payment or reasonable provision for payment thereof all liabilities of the Company, including liabilities to Members who are creditors, to the extent otherwise permitted by law; and
- (d) Distribute the remaining assets of the Company to the Members of the Company in accordance with their Capital Account balances after giving effect to all contributions, distributions, and allocations for all periods.



Notwithstanding anything to the contrary in this Agreement, if upon the termination and liquidation of the Company any Member associated with the Company has a deficit balance in such Member's Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all years, including the year during which such termination and liquidation occurs), such Member shall have no obligation to make any Capital Contribution, or otherwise restore the deficit balance in such Members Capital Account associated with the Company, and such deficit Capital Account balance shall not be considered a debt owed by such Member to the Company, or to any other Member or to any other Person for any purpose whatsoever.

- 12.3 Certificate of Cancellation. If a dissolution of the Company occurs and all debts, liabilities and obligations of the Company have been satisfied (whether by payment or reasonable provision for payment) and all of the remaining property and assets of the Company have been distributed, a certificate of cancellation as required by the Act shall be jointly executed and filed by the members of the Company, as authorized persons, within the meaning of the Act, with the Secretary.
- 12.4 Effect of Filing Certificate of Cancellation. Upon the filing of a certificate of cancellation with the Secretary, pursuant to Paragraph 12.4, the existence of the Company shall cease.
- 12.5 Return of Contributions and No-Recourse to Other Members. Except as otherwise provided by applicable laws, upon termination of the Company, each Member associated with the Company shall look solely to the assets of the Company for the return of its Capital Contributions made with respect to the Company, and if the assets of the Company remaining after payment of or due provision for the debts and liabilities of the Company are insufficient to return such Capital Contributions such Members shall have no recourse against, the Company, or any other Member, except as otherwise provided by law.

ARTICLE 13

MISCELLANEOUS PROVISIONS

- 13.1 Binding Effect. This Agreement is binding upon and inures to the benefit of the Manager(s), Member(s), and, to the extent permitted by this Agreement, their respective legal representatives, successors and assigns.
- 13.2 Governing Law. This Agreement and the rights of the parties hereunder shall be construed pursuant to the laws of St. Vincent and the Grenadines.
- 13.3 Waiver of Action for Partition. Each Member irrevocably waives during the term of the Company any right that it may have to maintain any action for partition with respect to the property of the Company.
- 13.4 Amendments. This Agreement may be amended by the Manager from time to time without the consent of the Members of the Company.
- 13.5 Execution of Additional Instruments. Each Member hereby agrees to execute such other and further statements of interest and holdings, designations and other instruments necessary to comply with any laws, rules or regulations.



- 13.6 Constructions. Whenever the singular number is used in the Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine shall include the feminine and neuter genders and vice versa.
- 13.7 Waivers. The failure of any party hereto to seek redress for default of or to insist upon, the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a default, from having the effect of an original default.
- 13.8 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative, and the use of any right or remedy by any party hereto shall not preclude or waive the right to use any other remedy. Said rights and remedies are given in addition to any other legal rights the parties hereto may have.
- 13.9 Severability. If any provision of this Agreement is found to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. It is the intent of the parties hereto for the terms and conditions of this Agreement to be interpreted to the greatest extent possible so as to remain valid and enforceable, and any provision or term of this Agreement found by a court to be invalid, void or unenforceable, shall be rewritten by the court pursuant to this intent.
- 13.10 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of (i) the Company, (ii) any Member of the Company or (iv) any Manager of the Company.
- 13.11 Counterparts. This Agreement may be signed in multiple counterparts, all of which should be deemed an original and shall constitute one instrument.
- 13.12 Integration. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.
- 13.13 Notice. All notices, communications, or consents given by any such party to any other party must be in writing, addressed to the party to be notified at such party's in the Membership records of the Company. All such notices, communications, or consents shall be delivered either (i) personally, (ii) by facsimile to the Member's last known facsimile number, (iii) by registered mail addressed to the Member at such Member's address as it appears in the Membership records of the Company, with postage prepaid, (iv) by e-mail to the Member's last known e-mail address, or (v) by any other manner, at the direction of the Member(s) of the Company or the Manager(s) of the Company giving the notice, communication, or consent. A properly addressed and adequately specific notice shall be effective: (i) immediately upon personal deliver, (ii) twenty-four (24) hours after facsimile, (iii) seventy-two (72) hours after deposit by registered mail, (iv) twenty-four (24) hours after receipt by the sender of the e-mail of a confirmation of electronic deliver, or (v) only upon receipt for notice by any other manner.
- 13.14 Legal Fees. In the event of any legal or equitable proceeding (or arbitration) arising out of or in connection with the parties' obligations under this Agreement, the prevailing party



shall recover its reasonable attorney's fees and costs, including reasonable costs for experts. The prevailing party shall be the party who obtained substantially the same remedy requested, whether by judgment, appeal, settlement, or award. The parties agree that arbitration is the preferred method to resolve any dispute.

13.15 Rules of Construction. This Agreement shall not be construed against the drafter under any Statute or case.

IN WITNESS WHEREOF, the parties hereto have caused their signatures, or the signatures of their duly authorized representatives, to be set forth below as of the day, month and year first above written.

Dated, this 29th day of June, 2023

IGNIS Financial Group LLC

MANAGER OF THE COMPANY:

JOSUE RODRIGUEZ VAZQUEZ



EXHIBIT A

Member Information for the Company*

(as of 29th day of June, 2023)

Name and Residence of the Members	Percentage Interest	Capital Contribution
JOSUE RODRIGUEZ VAZQUEZ (MEXICO)	100%	

*This Membership Information Schedule may be amended from time to time in the discretion of the Manager(s) of the Company without the written agreement of the Member(s) of the Company.

EXHIBIT B

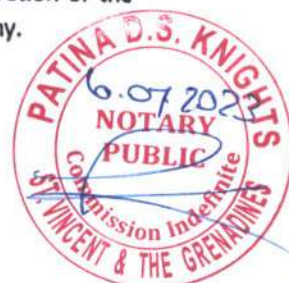
Management Information for of the Company

(as of 29th day of June, 2023)

Name and Residence of Manager

JOSUE RODRIGUEZ VAZQUEZ (MEXICO) Formation costs as recorded on the books of the Company."

*This Membership Information Schedule may be amended from time to time in the discretion of the Manager(s) of the Company without the written agreement of the Member(s) of the Company.



REGISTER OF MANGER OF:

IGNIS Financial Group LLC
3135 LLC 2023

NAME AND ADDRESS OFFICE HELD OCCUPATION APPOINTED RESIGNED

JOSUE RODRIGUEZ VAZQUEZ

DATE OF BIRTH: 23.05.1991

**AV.JESUS DEL MONTE 41, EDIF
B, DEPTO 1705, HACIENDA DE
LAS PALMAS.**


MANAGER

June 29, 2023



REGISTER OF MEMBER OF:

IGNIS Financial Group LLC
3135 LLC 2023

NAME AND ADDRESS	NO. & TYPE OF SHARES	CERTIFICATE NUMBER	DATE & NATURE OF ACQUISITION	WHERE & WHEN TRANSFERRED
JOSUE RODRIGUEZ VAZQUEZ DATE OF BIRTH: 23.05.1991 AV. JESUS DEL MONTE 41, EDIF B, DEPTO 1705, HACIENDA DE LAS PALMAS.	100 PERCENT	001	June 29, 2023 Original Issue Initial Subscriber	



Certificate 1

Units 100%

Membership Certificate

Of a company Incorporated under the Limited Liabilities Companies Act,
Chapter 151 of the Revised Laws of Saint Vincent and the Grenadines, 2009

IGNIS Financial Group LLC 3135 LLC 2023

This is to certify that **JOSUE RODRIGUEZ VAZQUEZ** is the owner of 100 PERCENT units of the above Limited Liability Company transferable only in the books of the Limited Liability Company by the holder hereof in person or by duly authorized attorney upon surrender of this Certificate properly endorsed, and is entitled to the full benefits and privileges of such membership subject to the duties and obligations as more fully set forth in the Company's Operating Agreement or Regulations for this limited liability company. Transfer of the Units is subject to restrictions in the books of the Limited Liability Company.

IN WITNESS WHEREOF, the said Limited Liability Company has caused this Certificate to be executed by its duly authorized (Memorandum), Manager (s) and its Limited Liability Company Seal to be hereunto affixed this 29th day of June 2023




Manager

