

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		LICENSE	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International Trade Marks Agency Inc.		09/01/2009	COMPANY: PANAMA
RECEIVING PARTY DATA			
Name:	Sound Cash Global Solutions, LLC		
Street Address:	1000 5th Street		
Internal Address:	Suite 406		
City:	Miami Beach		
State/Country:	FLORIDA		
Postal Code:	33139		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3662713	AVIANCA CASH	
Registration Number:	3232579	AVIANCASH	
CORRESPONDENCE DATA			
Fax Number:	(626)577-8800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	626-795-9900		
Email:	pto@cph.com		
Correspondent Name:	Christie Parker & Hale, LLP		
Address Line 1:	P.O. Box 7068		
Address Line 4:	Pasadena, CALIFORNIA 91109-7068		
ATTORNEY DOCKET NUMBER:	40.2*1/C620		
NAME OF SUBMITTER:	Michael J. MacDermott		
Signature:	/MICHAEL J. MACDERMOTT/		

CH \$65.00 3662713

**900152727**

**TRADEMARK**  
**REEL: 004135 FRAME: 0442**

Date:

01/21/2010

**Total Attachments: 14**

source=62329 55908 - License Agreement#page1.tif  
source=62329 55908 - License Agreement#page2.tif  
source=62329 55908 - License Agreement#page3.tif  
source=62329 55908 - License Agreement#page4.tif  
source=62329 55908 - License Agreement#page5.tif  
source=62329 55908 - License Agreement#page6.tif  
source=62329 55908 - License Agreement#page7.tif  
source=62329 55908 - License Agreement#page8.tif  
source=62329 55908 - License Agreement#page9.tif  
source=62329 55908 - License Agreement#page10.tif  
source=62329 55908 - License Agreement#page11.tif  
source=62329 55908 - License Agreement#page12.tif  
source=62329 55908 - License Agreement#page13.tif  
source=62329 55908 - License Agreement#page14.tif

# State of Florida



Department of State

## APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: United States of America

This public document

2. has been signed by Alessandro Portes de Oliveira

3. acting in the capacity of Notary Public of Florida

4. bears the seal/stamp of Notary Public, State of Florida

Certified

5. at Tallahassee, Florida

6. the Third day of September, A.D., 2009

7. by Secretary of State, State of Florida

8. No. 2009-82077

9. Seal/Stamp:



10. Signature:

Secretary of State

DSDE 99 (3/03)

The word "VOID" appears when photocopied.

"State of Florida" appears in small letters across the face of this 8 1/2 x 11" document.

## Trademark License Agreement

Between the undersigned, Fabio Villegas Ramirez , acting in his capacity as Legal Representative of **INTERNATIONAL TRADE MARKS AGENCY INC.**, a corporation organized and existing under the laws of Panama, and domiciled at Panama City, Panama, henceforth ITM or International Trade Marks, and Jesus Pacheco acting in his capacity as Manager of **SOUND CASH GLOBAL SOLUTIONS, LLC**, a corporation organized and existing under the laws of Florida, and domiciled at Miami, United States, henceforth the Licensee, the following agreement has been reached:

### WHEREAS

- A. **AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA ("AVIANCA")** is a corporation existing in accordance to Colombian regulations, domiciled in Barranquilla, Atlantico, Colombia, having as main corporate purpose the air transportation of passengers and cargo, as well as related business thereupon.
- B. **AVIANCA** is the whole owner of its subsidiary **INTERNATIONAL TRADE MARKS**.
- C. **AVIANCA** is the proprietor of a significant number of trademarks bearing the corporate trademark **AVIANCA** in a significant number of countries around the world.
- D. **AVIANCA** is well-known and recognized in the International market as a company dedicated to the air transportation of passengers and cargo, and in such capacity has a recognized know-how and good-will all of which is acknowledged and admitted by the Licensee, who is interested in using the Licensed Trademark as herein defined, for the purposes of design, development, implementation and deliver to market payment solutions
- E. Licensee is the Newco incorporated in performance of the Joint Venture Agreement subscribed by **AVIANCA**, among other parties, in order to launch, promote and operate the business of marketing and distributing certain payment Instruments and other products as may be agreed by the parties, including rechargeable stored value cards with the brand Avianca Cash.
- F. The parties to the Joint Venture Agreement have initially agreed to enter into the program of money remittances using the Avianca Cash card and will define extension to other



*Handwritten mark*

services such as automated teller machines (ATM) , telephone, internet, mobile, Interactive Voice Response (IVR) and Point of Sale (POS) transactions, long distance calling, medicines and prescription drugs discounts, funds reloading, funds protection insurance, travel insurance and mileage earning, services which would be offered through specialized third parties and to be supported by toll free and web customer service, without affecting AVIANCA 's capacity to decide on its own, in accordance with its business plan and marketing policy, to use the related trademarks in any business complementary to its air transportation services, either in agreement with any other third parties or in agreement with the parties under the Joint Venture Agreement

- G. By means of an Assignment Agreement, AVIANCA has transferred its trademark AVIANCA CASH (Label) to INTERNATIONAL TRADE MARKS which is the sole owner of the said trademark.
- H. In consideration of the above, INTERNATIONAL TRADE MARKS is currently, and for the purpose of this agreement, the owner of the following trademark registrations and applications (hereinafter the Licensed Trademark) in the Republic of Colombia, United States of America and in the European Union:

Country	Trademark	App. No.	App. Date	Classes	Cert. and Expiration
European Union	AVIANCA CASH (Label)	6.982.805	12.06.2008	35 y 36	Certificate No. 6.992.905. Expiration date: 12.06.2018
United States	AVIANCA CASH (Label)	77/508461	26.06.2008	35 y 36	-
Colombia	AVIANCA CASH (Label)	08-063.874	20.06.2008	35	Certificate No. 969.509. Expiration date: 24.12.2018
Colombia	AVIANCA CASH (Label)	08-063.875	20.06.2008	36	Certificate No. 969.508. Expiration Date: 24.12.2018

- I. INTERNATIONAL TRADE MARKS is the exclusive proprietor of all the rights and ownership of the Licensed Trademark above to distinguish services falling in International Classes 35 and 36.

*Anne*



- J. The Licensee is currently in the capacity of performing the use of the Licensed Trademark, following the specifications, manuals and procedures provided by INTERNATIONAL TRADE MARKS, in accordance with the general policy of AVIANCA for use and protection of the all related trademarks using AVIANCA trademark.
- K. AVIANCA has direct or indirect equity participation in both INTERNATIONAL TRADE MARKS and in the Licensee's organization.

**Article One.- Purpose and scope of the Agreement.** ITM grants the Licensee the exclusive, nontransferable right to use the Avianca Cash trademark in the territories of Colombia, United States and European Union as identified herein (hereinafter the Licensed Trademark) for the purposes of design, development, implementation and deliver to market an open loop stored value card branded as Avianca Cash. It is hereby understood by both parties that neither ITM nor its parent company AVIANCA is allowed to place in the market a prepaid open loop stored value card that is a direct competition of the prepaid open loop stored value card issued and branded as AVIANCA CASH under the conditions established in this License Agreement.

The Licensee is granted the right to use the Licensed Trademark for the above mentioned purposes on a exclusive basis while the license agreement is in effect, and without limiting the possibility that ITM, or its parent company AVIANCA have to issue, commercialize, design, develop, implement and/or deliver into market any other card under any other trademark, that results in a direct competition of any of the functionalities included in the open loop store value cards branded as Avianca Cash, as set forth below. Accordingly, and for the avoidance of doubt, the parties acknowledge that none of these functionalities are to be considered to be exclusive functionalities for use of the prepaid stored value card branded as Avianca Cash issued under the terms of this License Agreement and that the same functionalities may be used by any other products or payment facilities issued either by ITM or by its parent company AVIANCA.

ITM further hereby authorizes Licensee to include as functionalities of the stored value prepaid card AVIANCA CASH issued under the terms of this agreement, the following services: ATM, telephone, internet, mobile, IVR and POS transactions, money remittances, long distance calling, medicines and prescription drugs discounts, funds reloading, funds protection insurance, travel insurance, mileage earning, and any other use which from time to time ITM and Licensee may agree in writing. It is accepted by ITM that these services can be offered through specialized third parties and will be supported by toll free and web customer service.



*Handwritten mark*

**Article Two.- Right to grant a sublicense.** ITM and Licensee agree that the Licensee may not sub-license the rights granted hereby in favor of any third party, except for the sublicenses that may be required to be executed for the benefit of financial institutions that due to regulatory purposes have to participate in the issuance of the stored value card and the money remittances business, it being required that the terms of the sublicense agreement be consented by ITM. Any other sublicense is subject to a previous agreement and consent by ITM. All sublicenses are subject to the specifications, manuals and procedures provided by INTERNATIONAL TRADE MARKS in accordance with the general policy of AVIANCA for use and protection of the all related trademarks using AVIANCA trademark.

**Article Three.- Assignment.** Licensee is not authorized to assign in whole or in part, this agreement or any of its rights or obligations unless prior written consent by ITM.

**Article Four.- Territory of the license.** For all purposes, it is understood that the territory of this license agreement is the Republic of Colombia, the United States of America and the European Union. If Licensee's business so requires, Licensee might request the extension of the territory in which the Licensed Trademark can be used. Such use will be subject to the approval by INTERNATIONAL TRADE MARKS and will be pursuant to the terms and conditions mutually agree in writing by the parties. Once the request has been raised by Licensee, and once approved by INTERNATIONAL TRADE MARKS, INTERNATIONAL TRADE MARKS commits to make its best efforts to register the Licensed Trademark in the new territories as soon as possible and without unreasonable delays.

**Article Five.- Economic terms of the License** Licensee agrees to pay as royalty to INTERNATIONAL TRADE MARKS, a 0.5% of all gross revenues obtained from the project involving the use of the AVIANCA CASH (Label). The applicable amount for any given month shall be due and payable on a monthly basis in arrears on the 20th day of each month following the generation of the revenues

All payments due under this Agreement shall be paid in U.S. Dollars (or other currency as designated by INTERNATIONAL TRADE MARKS from time to time). by means of an International wire transfer to the account indicated by INTERNATIONAL TRADE MARKS.

In order to verify gross revenue obtained from the Avianca Cash cards, Licensee grants to ITM the right to access to the issuing bank transaction reports and all accounting registries on every country where the Avianca Cash cards are issued and sold by Licensee, within the first 10 days of

*Amal*



every month. Licensee also grants to ITM online access to reports from the transaction processing platform in order to verify revenue generated by Avianca Cash card transactions such as: sales, activation, reloading, domestic and cross border money transfers, ATM, Call Center, IVR, SMS and POS transactions, maintenance and card replacement fees. Once INTERNATIONAL TRADE MARKS receives the above mentioned bank statements and transaction reports from Licensee, INTERNATIONAL TRADE MARKS shall send Licensee, if applicable and within the next 5 business days, a disagreement note in case of non conformity with the monthly revenue information reported by Licensee. If such note is not send, Licensee will understand that INTERNATIONAL TRADE MARKS agrees on the monthly revenue information reported by Licensee and the final applicable amount shall be due and payable on a monthly basis on the 20<sup>th</sup> day of the next month.

PARAGRAPH: All costs and expenses necessary for the execution and registry of this agreement will be Licensee's sole responsibility.

**Article Six.- Term and Renewal.** This Agreement will be effective as of June 16, 2009 and will remain in effect for the period of ten (10) years or until termination of the Joint Venture Agreement subscribed by Avianca and other parties with Danari Systems LLC, on February 9, 2008 for the operation of the business related to the stored value cards, whichever happens first. However, the license shall expire and the agreement will terminate, as the case may be, in accordance with the provisions under article eight of this agreement .

**Article Seven.- Obligations of the parties.**

7.1 Obligations of INTERNATIONAL TRADE MARKS: ITM shall provide to Licensee the specifications of use of the Licensed Trademark and a copy of the applicable Manuals and corporate image programs. The Use Manuals and Guides of the Licensed Trademark and corporate image programs may be changed, revised, modified or amended by INTERNATIONAL TRADE MARKS at its sole discretion. Licensee, upon notice of any such modification or amendment must take every and all measures in order to promptly implement said modifications or amendments within a reasonable period of time to be mutually agreed by the parties depending on the effect that such measures will have in the market.

7.2 Obligations of Licensee: Licensee shall, additional to any other obligation provided for under the different articles of this agreement:

*Amel*





- a. Keep confidential all information delivered by ITM to Licensee under this agreement;
- b. Implement the highest standards with respect to the use of the Licensed Trademark and the corporate image programs, and maintain a working and operation capacity acceptable for INTERNATIONAL TRADE MARKS;
- c. Comply with the laws and regulations applicable to the business it is engaged;
- d. Give access to inspect its premises to ITM or its agents or advisors in order to verify the manner in which the Licensed Trademark is being used and correct any deficiency detected by INTERNATIONAL TRADE MARKS in any such inspection;
- e. Promptly notify INTERNATIONAL TRADE MARKS of the commencement of any action or proceeding that may affect the Licensed Trademark;
- f. Be solely responsible for all costs and expenses incurred in connection with the activities for which the Licensed Trademark is used;
- g. Use the Licensed Trademark in the sole benefit of INTERNATIONAL TRADE MARKS and therefore it is understood that Licensee will not have any right to claim any compensation derived from the use of the licensee trademark which benefits ITM or which may benefit AVIANCA;
- h. Send written notice to INTERNATIONAL TRADE MARKS upon knowledge of any acts performed by third parties which may constitute infringement, unauthorized use, copy or dilution acts related to the Licensed Trademark or trademarks that may result likely to create confusion with the Licensed Trademark;
- i. Refrain from adopting the Licensed Trademark or any trademark within its corporate name, that could result or potentially result as likely to create confusion with the Licensed Trademark; and
- j. Keep in business and use the Licensed Trademark on an ongoing basis in all of the authorized territories and do not completely cease the use of the Licensed Trademark without prior written notification to ITM.



**Article Eight.- Termination of the License Agreement. By ITM:**

- 8.1. By a unilateral decision, ITM may, at its option, terminate this Agreement and all rights granted hereunder, with no obligation for ITM to give to Licensee a previous notice of a cure period, upon the occurrence of any of the following events:
  - a. If Licensee breaches any of provisions under Clauses Two, Three, Seven, Obligations of Licensee and Seventeen in this Agreement.

*Amal*

- b. In case of dissolution of Licensee;
- c. If either Aerocash S.A. or Denarii Systems LLC ceases to be a Member of Licensee;
- d. If either Aerocash S.A. or Denarii Systems LLC, transfers any Units under the Operating Agreement of Sound Cash Global Solutions, LLC adopted effective as of November 14, 2008, or other proprietary interest in Licensee's operation to any third party without INTERNATIONAL TRADE MARKS prior written consent;
- f. If Licensee misuses or performs any unauthorized use of the Licensed Trademark, including any action that may materially affect the goodwill associated with the Licensed Trademark, or with AVIANCA's related trademarks;
- g. Upon termination of the Joint Venture Agreement ("Joint Venture Agreement") dated February 8, 2008 entered into by and between Aerovías del Continente Americano S.A. Avianca, Galileo Investments E.U. and International Investment Intelligence E.U. (Collectively "Aviancash") and Denarii Systems, LLC, in accordance with Clause 11 therein.

In the above events, the termination will be immediately effective upon receipt of notice from INTERNATIONAL TRADE MARKS to Licensee.

8.2. If Licensee engages in any business or markets any service or product under a name or mark which, using a similar trademark that in AVIANCA's or INTERNATIONAL TRADE MARKS' opinion, is confusingly similar to the Licensed Trademark, or upon any other breach or default by Licensee of any other provision under this Agreement not included in section 8.1 above, INTERNATIONAL TRADE MARKS may terminate this Agreement by giving written notice of termination stating the nature of such default to Licensee, provided that Licensee is granted thirty (30) days for said default or breach to be cured. Once these thirty (30) days have elapsed and if INTERNATIONAL TRADE MARKS under a reasonable extent considers that the default or breach has not been cured, the Agreement may be immediately terminated, termination that will be effective by written notice by INTERNATIONAL TRADE MARKS to Licensee.

8.3. In case of change of control of Licensee or of its controlling Member Aerocash S.A., INTERNATIONAL TRADE MARKS shall have the right to unilaterally terminate this Agreement by giving written notice to Licensee, within thirty (30) days after INTERNATIONAL TRADE MARKS' knows of the change of control situation. For the purpose of this clause, "control" means the possession, directly or indirectly, of the power to



*Amel*

direct or cause the direction of the management or policies of Licensee, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "controlled" have meanings correlative thereto. Without limiting the generality of the foregoing, Licensee shall be deemed to be controlled by another person if such other person possesses, directly or indirectly, power to vote fifty percent (50%) or more of the quotas having ordinary voting power for the election of directors, managing general partners or the equivalent.

This agreement can be also terminated by Licensee upon a material breach of an obligation of ITM under this agreement.

**Article Nine.- Effects of Termination:** Upon termination or expiration of this Agreement, all rights granted hereunder to Licensee shall immediately terminate, and Licensee shall immediately cease the use of the Licensed Trademark and shall refrain from directly or indirectly, representing to the public or thereafter hold itself out as a present or former Licensee of the Licensed Trademark.

Licensee shall immediately and thereafter cease to use all confidential information, manuals or procedures and techniques associated with the Licensed Trademark, Licensee shall immediately and in any case not later than 60 days return to INTERNATIONAL TRADE MARKS any and all confidential information, materials and Manuals in its hands and remove any external announcement and destroy any materials whereby the use of the Licensed Trademark is compromised and provide evidence of such destruction.

Licensee shall comply with the covenants contained herein and must provide proof of such compliance to INTERNATIONAL TRADE MARKS within the following sixty (60) days from the effective termination of this Agreement unless Licensee proves that has made its best efforts to comply with those covenants in a timely manner but needs additional time to be in total compliance. By the sole execution of this agreement, Licensee designates INTERNATIONAL TRADE MARKS as mandate and as proxy-holder of the Licensee to perform any acts as may result necessary to perform these obligations when INTERNATIONAL TRADE MARKS may reasonably consider that such terms have not been fulfilled. All costs in which INTERNATIONAL TRADE MARKS incurs to obtain the fulfillment of these covenants must be borne by Licensee who by this means accept to pay upon INTERNATIONAL TRADE MARKS request with no need of any judicial or extra-judicial requirement other than a written notice from INTERNATIONAL TRADE MARKS to Licensee.

**Article Ten.- Exclusivity and non-competition.** During the term of this Agreement, Licensee agrees not to, directly or indirectly, either alone or jointly with, through or on behalf of any person,



enter into any kind of agreements or arrangements which may result in competition with INTERNATIONAL TRADE MARKS and/or AVIANCA's business. Notwithstanding the foregoing, Licensee may develop other prepaid and stored value card programs for other markets using other airline brands subject to the prior written consent of ITM and of its controlling company, Avianca S.A..

**Article Eleven.- Indemnification.** Licensee shall indemnify and hold INTERNATIONAL TRADE MARKS and/or AVIANCA its related and affiliated companies and their respective officers, directors, employees, attorneys, accountants and agents, harmless from and against any and all losses, liability, damage, cost or expense (including reasonable attorneys' fees and dispute resolution costs) arising out of or resulting from any claims or suits by any third party against INTERNATIONAL TRADE MARKS or AVIANCA or its related and affiliated companies and their respective officers, directors, employees, attorneys, accountants and agents by reason of the breach or violation by Licensee of any of the terms or conditions of or representation, warranty, covenant or agreement contained in this Agreement.

**Article Twelve.- Notices.** The parties shall receive notices in writing, via facsimile, or certified mail on the following addresses:

Notices to INTERNATIONAL TRADE MARKS: Maria Cecilia Escallón  
Secretary General  
Avenida Calle 26 No. 59 – 15  
Bogotá D.C., Colombia

Copy of the notices to ITM must also be sent to AVIANCA:

Olga Patricia Sin  
Marketing Director  
Avenida Calle 26 No. 59 – 15  
Bogotá D.C., Colombia

Notices to Licensee: Jesús Pacheco  
Managing Director  
1000 5<sup>th</sup> Street, Suite 406, Miami Beach  
Florida, 33139, USA

*Amel*

These addresses shall be understood as the addresses of Notice, until a different address has been designated by written notice to the other party.

**Article Thirteen.- Entire Agreement:** This Agreement constitute the entire Agreement between INTERNATIONAL TRADE MARKS and Licensee concerning the subject matter thereof and supersede all prior agreements. Amendments to this Agreement will only be valid and enforceable when agreed and executed in writing by both parties.

**Article Fourteen.- Severability.** If, for any reason any term or provision of this Agreement is considered or to be invalid, the remaining terms and provisions of this Agreement shall continue to be considered in full force and effect and bind the parties hereto.

**Article Fifteen.- Applicable Law.** This Agreement is governed by the laws of the State of Florida.

**Article Sixteen.- Dispute Resolution:** Any dispute arisen in connection to the entry, interpretation, performance and/or termination of this Agreement shall in principle be settled by the Parties through direct negotiations. Following the occurrence of any fact giving rise to disputes, either of the Parties may deliver the other a 3 days prior written notice indicating commencement of the direct negotiation stage. If the dispute remains unsolved after one (1) calendar month counted as from the date of notice, or, failing such notice, as from the day when the event underlying the dispute occurred, the Parties shall be entitled to resort to the ordinary courts and jurisdiction of the State of Florida. The disputes referred to in this clause exclude any payment obligations which remain outstanding, in which case, the creditor may directly resort to the ordinary courts, without need of exhausting the direct arrangement stage.

**Article Seventeen.- Confidentiality.** This Agreement and related documents shall be deemed as confidential information and shall be treated as such by both Parties. Every and all information disclosed in the execution, negotiation, performance and termination of this Agreement shall be considered as confidential information and shall bind the receiving Part, who shall cause itself, its officers, contractors and sub-contractors to preserve and warrant said confidential status.

All obligations derived from this confidentiality clause shall survive the termination of this Agreement for a term of five (5) years as from the date of effective termination.

**Article Eighteen.- Manager.** ITM hereby appoints and Licensee recognizes Aerovías del Continente Americano S.A. Avianca as the manager of this License Agreement.

*Amel*

As the manager of the License Agreement, Avianca shall observe and monitor the compliance of Licensee with all its obligations under this agreement, and will be in charge of all operative tasks to be performed by ITM in accordance with the terms and conditions contained herein. Avianca is hereby empowered to take before Licensee, all actions that it deems necessary for the correct and proper execution of this License Agreement.

**Article Nineteen:** This license Agreement shall binding on the parties, and their subsidiaries, affiliates, successors, assignees, and licenses, if any.

Signed on the 11<sup>th</sup> day of Sept of 2009, in two (2) originals, by

**INTERNATIONAL TRADE MARKS AGENCY INC.**

*Handwritten signature of Fabia Villegas*  
By: Fabia Villegas  
Title: Legal Representative

**SOUND CASH GLOBAL SOLUTIONS, LLC**

*Handwritten signature of Jesus Pacheco*  
By: Jesus Pacheco  
Title: Managing Director

Accepted and agreed on:

**AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA**

*Handwritten signature of Elisa Murgas de Moreno*  
By: Elisa Murgas de Moreno  
Title: Legal Representative



NOTARIA 71 DE BOGOTÁ D.C.  
Ante el despacho de la  
Comisaría de Bogotá  
El suscrito  
*Villages Ramirez*  
CC 19687687  
16 SET. 2009

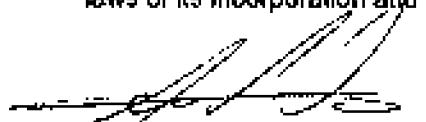


NOTARIA 71 DE BOGOTÁ D.C.  
Ante el despacho de la NOTARIA 71 de BOGOTÁ D.C.  
El suscrito  
*Jorge A. Rojas*  
CC 141615425  
16 SET. 2009



**Notary Certification**

The undersigned Notary Public certifies that Mr. Jesus Pacheco appeared before me and signed the preceding document. I am certain that he has legal capacity to grant it; that he is the Managing Director of Sound Cash Global Solutions, LLC and is consequently authorized to grant such document; that such company is organized under the laws of Florida, with registered offices located at 404 Washington Ave., Suite 620, Miami Beach, Florida 33139; and that the act for which this document is granted is included among those which constitute the corporate object of the named company. Furthermore, that such company performs its corporate purpose in accordance with the laws of its incorporation and domicile.



Notary Public (signature)

Issued and signed at

Dated 09/01/09

STATE OF Florida  
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 01 day of September 2009 by Jesus Pacheco who is personally known to me or who has produced DL # P 225 436 69 420 as identification.



(LEGALIZATION BY APOSTILLE IS REQUIRED)

