

**OPERATING AGREEMENT FOR THE COMPANY
AAA INTERNATIONAL INVESTMENT LLC**
(A Delaware Limited Liability Company)

**OPERATING AGREEMENT OF
AAA INTERNATIONAL INVESTMENT LLC**
(A Delaware Limited Liability Company)

October 31st, 2011

AGREEMENT,
Made among:

Managing Member 1: **AMBAR GROUP HOLDING LLC**
Address: USA
Percentage Interest: 100%
Identification: A Delaware Limited Liability Corporation

Operations Manager: **Cyva International Services LLC**
By: Jairo Vargas Authorized Person

The Managing Members of Ambar Group Holding LLC, Temporarily Represented By: Jairo Vargas, in his capacity as temporary Operations manager, hereby enter into the following operating agreement for the Company **AAA INTERNATIONAL INVESTMENT LLC**, incorporated under the laws of the State of Delaware on October 31, 2011, SRV 111151927 - 5059237 FILE.

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CHAPTER I **DEFINITIONS**

Article 1- DEFINITIONS: The terms used in this operating agreement in both the singular and plural shall have the meaning assigned to them in this clause. The terms that are not expressly defined in this clause shall be understood to have the common and usual meaning that they have in the corresponding technical language or their natural and obvious meaning in accordance with their general use.

1.1. OPERATING AGREEMENT: This document, which implements the mechanisms and instruments that internally govern the Company **AAA INTERNATIONAL INVESTMENT LLC**, as well as the rights of its members and the mutual relationships between the Company and the natural and/or legal persons that are or will be parties to this agreement.

1.2. MEMBER: The person or persons who own the units of interest that makes up the Company's corporate capital.

1.3. CORPORATE CAPITAL: The value of the property or money that a member contributes to the Company.

1.4. UNITS OF INTEREST: The parts into which the corporate capital is divided, and which grant political and economic rights to their holders.

1.5. AFFILIATED MEMBER: A person who, following the registration of this operating agreement in the certificate of incorporation, becomes affiliated with the same once the conditions established for this purpose have been complied with.

1.6. BOARD OF MEMBERS: A meeting made up of the members of the Company with the quorum and under the conditions established in this operating agreement.

1.7. OPERATIONS MANAGER: The person charged with the administration of the Company, who may execute or perform all acts and contracts that are aligned with the corporate purpose or that are directly related to the existence and functioning of the Company, with the restrictions established in this operating agreement.

1.8. SECRETARY: The person who, under the direct orders of the Operations Manager and in accordance with this operating agreement, is responsible for maintaining the Minutes Book and the Members Register, and for authorizing with his/her signature the copies of these that are issued.

1.9. TREASURER: The person who, under the direct orders of the Operating Manager, is mainly responsible for supervising the Company's funds and securities and collecting its revenues.

1.10. REGISTERED AGENT: The person residing in the State of Delaware who is designated by the Operations Manager to receive the official notifications that are sent to the Company.

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CHAPTER II **NAME AND CORPORATE PURPOSE**

Article 2- NAME: The name of the Company is **AAA INTERNATIONAL INVESTMENT LLC**, hereinafter the "**COMPANY**", established as an independent legal entity in conformity the the laws in force of the State of Delaware, United States.

Article 3- PURPOSE: The Company may perform any legal commercial or civil activity for which a limited liability company may be organized in the State of Delaware or under the laws of any jurisdiction in which the Company conducts its business. Its corporate purpose encompasses the following activities, without prejudice to others:

- a) Contribute, collect or subscribe to the capital necessary to promote, establish or develop companies or businesses at local and international level.
- b) Subscribe to or promote the subscription, purchase or possession of, to hold or acquire by any means, and to sell, negotiate, guarantee, assign, barter and transfer by any other means, shares of the corporate capital, loans, obligations, securities, certificates of participation, or any other security or document of any private, public or quasi-public domestic or foreign company or legal entity, and to exercise all of the rights, powers and privileges corresponding to them;
- c) Enter into all types of contracts on its own behalf or on behalf of others and, especially, financial or administrative transactions relating to shares, loans, obligations, securities, certificates of participation and any other security or document of any company or legal entity;
- d) Give or receive money in loans, with or without mortgages, pledges, or real or personal guarantees; and to open and maintain bank accounts, of any type or modality, in banks or financial institutions in any part of the world;
- e) Do everything that is necessary to further the purposes enumerated in this operating agreement or that is necessary or advisable for the protection and benefit of the Company; and
- g) Engage in any legal business, even if it is not similar to any of the purposes specified in this operating agreement or its amendments.

CHAPTER III **MEMBERS, CORPORATE CAPITAL AND UNITS OF INTEREST**

Article 4- MEMBERS OF THE COMPANY: The Company shall have at least one member.

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The original members of the Company shall be those persons who have signed this agreement.

Article 5- CORPORATE CAPITAL AND UNITS OF INTEREST: The capital of the Company shall be TEN THOUSAND DOLLARS (USD 10,000), divided into ONE THOUSAND (1,000) units of interest with a par value of TEN dollars (USD 10) each.

For the initial period of the Company that begins upon the signing of this document, the capital of the Company and the units of interest shall be divided as set forth below:

Member	Number of Units of Interest	USD Value	%
AMBAR GROUP HOLDING LLC	1000	USD 10,000.00	100%
Total	1,000	USD 10,000.00	100%

The Board of Members may increase the corporate capital, change the number and par value of the units of interest and amend the rights and other provisions related to the corporate capital or the units of interest of the Company upon approval of the Protector or the Board of Protectors, as the case may be, in accordance with the provisions of this operating agreement.

All units of interest of the same class are equal to each other, confer the same rights and are subject to the same obligations and restrictions. Whenever it deems it advisable, the Board of Members shall authorize the issuance of units of interest of the Company and shall provide for the placement of the same, as the case may be in accordance with the provisions of this operating agreement.

PARAGRAPH: PROTECTION OF ASSETS: The contributions of the member or members and the assets and income of the Company shall constitute a separate patrimony from the personal property of the member or members, the Beneficiaries, the

Protector, the Board of Protectors and the Operations Manager, for all legal purposes, and they may not be seized or attached, except for the obligations incurred or the damages caused in connection with the operation and purposes of the Company.

Article 6- RIGHTS CONFERRED BY THE UNITS OF INTEREST: At the time of the signing of this operating agreement, all units of interest belong to the same class of

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ordinary units of interest.

Each unit of interest represents one vote on the decisions of the Board of Members. The rights and obligations conferred by each unit of interest on its owner shall be transferred to the corresponding person, in accordance with the provisions of this operating agreement, in the proportions determined herein, as the case may be in accordance with the provisions of this operating agreement.

Ownership of the units of interest implies adherence to this operating agreement and its amendments and to the collective decisions of the Board of Members

Article 7- NATURE OF THE UNITS OF INTEREST: The units of interest shall be nominative and shall be registered in the Units of Interest Register that the Company maintains for such purpose.

Article 8- CLASS AND SERIES OF UNITS OF INTEREST: The Company, through the Board of Members, as the case may be in accordance with the provisions of this operating agreement, and subject to the provisions of this operating agreement and its amendments, may create preferred units of interest, with preferred dividends and without the right to vote, or with fixed annual dividends, or any other units of interest that the Board of Members decides.

Article 9- INCREASE IN THE CAPITAL OF THE COMPANY: The capital of the Company may be increased successively by any means and under the conditions established in this operating agreement and its amendments.

Article 10- RIGHT OF PREFERENCE IN THE SUBSCRIPTION OF UNITS OF INTEREST: All new issues of units of interest shall be placed subject to the right of preference, which means that the member who seeks to transfer his/her units of interest shall offer them in the first instance to the other members, who must purchase them within the period of the offer made by the offeror, upon the approval of the Board of Members.

Article 11- UNITS OF INTEREST REGISTER: The Company shall maintain a Units of Interest Register in which the name, nationality, domicile and identification document of each member, the number of units of interest held by each member, and any assignments of units of interest shall be recorded.

Article 12- SALE OR TRANSFER OF A COMPANY ASSET: At the time of a sale, transfer or other disposition of any capital asset of the Company, the product of said disposition shall be applied first to the payment or reimbursement of any expense of the sale or other expenses incurred in relation to said disposition, and the payment of any debt secured by the asset. The remaining amount shall be retained by the Company and shall form part of the Company's revenues.

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Article 13- SUBJECTION TO THIS OPERATING AGREEMENT: Whoever acquires one or more units of interest of the Company, in any manner, shall be subject to the provisions of this operating agreement and its amendments, and shall be obligated to comply with it and to abide by the decisions of the Board of Members.

CHAPTER IV **MANAGEMENT AND ADMINISTRATIVE ORGANS**

Article 14- ORGANS: The management and administrative organs of the Company are: Board of Members, Operations Manager, Treasurer and Secretary.
The management of the Company shall be exercised by Board of Members.

As long as the Company has a single member, the functions, decisions and powers of the Board of Members shall be exercised by said member.

The administration of the Company shall be exercised by the Operations Manager, the Treasurer and the Secretary.

One person may occupy or perform two or more positions. The Operations Manager, Secretary and Treasurer do not have to be members.

Article 15- BOARD OF MEMBERS: The supreme organ of the Company is the Board of Members, which shall be made up of the members, with the quorum and conditions established in this operating agreement and its amendments.

The Board of Members may be formed by domestic or foreign natural or legal persons.

Article 16- ORDINARY MEETINGS OF THE BOARD OF MEMBERS: The ordinary meetings shall be held at least once per year within the first three (3) months of the year, in the place and at the time specified in the respective meeting notice. If after being called to a meeting the Board of Members does not meet, or if the meeting notice was not sent with the required advance notice, then the Board of Members shall meet in its own right on the first working day of April at ten o'clock in the morning (10:00 A.M.).

The Board of Members shall be obligated to draft minutes that contain all of the resolutions that it adopts.

If the resolutions are the product of a meeting, the minutes shall be signed by the President and Secretary of the meeting.

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Article 17- CONVOCAATION OF ORDINARY MEETINGS: The ordinary meetings shall be convened by the Operations Manager or the Board of Members as the case may be, at least fifteen (15) working days in advance through a written communication addressed to each member at the address that each member has registered with the Company. The members may waive their right to be called to a specific meeting of the Board of Members, through a written communication sent to the Company's Operations Manager before, during or after the corresponding session.

Article 18- EXTRAORDINARY MEETINGS: Extraordinary meetings of the Board of Members of the Company shall be held when required by unforeseen or urgent circumstances, upon notice given by the Operations Manager, the Board of Members, as the case may be.

Article 19- CONVOCAATION OF EXTRAORDINARY MEETINGS: The extraordinary meetings of the Company shall be convened through the same mechanisms provided for the convocation of ordinary meetings five (5) calendar days in advance. The meeting notice for an extraordinary meeting shall include the order of the day.

Article 20- PLACE OF THE MEETING OF THE BOARD OF MEMBERS: The Board of Members may meet in the principal domicile of the Company, at the place, on the day and at the time indicated in the respective meeting notice, or in any place in the world, even if all of the units of interest in which the capital is divided are not present, provided that the requirements established for the convocation and the deliberative and decision-making quorums have been complied with.

However, the Board of Members may validly meet and decide without a prior meeting notice or in another place than the corporate domicile when all of the units of interest that comprise the capital of the Company are present or represented as the case may be, is present.

Article 21- VIRTUAL MEETINGS: The Board of Members may validly deliberate and decide without the physical presence of the Members in a single place, as long as it can be proved that all of the members could deliberate and decide through successive or simultaneous means of communication, such as fax, e-mail, telephone, video conference or telex. In the case of successive means of communication, the succession of the communications must occur immediately in accordance with the means employed. If the mechanism of virtual meetings is used, there must be proof of the decisions adopted showing the text of the message, or a magnetic recording of the same.

Article 22- REMOTE AND WRITTEN VOTING: The Board of Members of the Company may validly decide when all of the Members cast their votes in writing. In this case, the majority shall be calculated on the basis of the totality of the units of interest in which the capital of the Company is divided.

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Article 23- DELIBERATIVE QUORUM: Unless expressly stipulated to the contrary in this operating agreement and its amendments, the Board of Members shall deliberate with one hundred percent (100%) of the units of interest that make up the capital of the Company.

Article 24- DECISION-MAKING QUORUM: Unless the law or this operating agreement stipulates to the contrary, the Board of Members shall validly make decisions with the vote of one-half plus one (50%+1) of the units of interest that make up the capital of the Company.

If a quorum is not attained, the elected President of the meeting shall convene a new meeting with the same agenda, at least five (5) calendar days and no more than ten (10) calendar days following the date of the first meeting; if not, the Board of the Member have to call a third party designate by the Board of Member.

PARAGRAPH- SPECIAL QUORUM: The resolutions of the Board of Members regarding the modification of those parts of this operating agreement that are subject to amendment shall require the unanimous consent of the Board of Members and the approval of the Protector or the Board of Protectors.

Article 25- FUNCTIONS OF THE BOARD OF MEMBERS: The Board of Members shall exercise the following functions:

- a) Resolve all matters relating to the assignment of units of interest and the admission of new members;
- b) Approve a new issue of units of interest;
- c) Decide on the withdrawal and exclusion of members;
- d) Order necessary actions against the Operations Manager, the Treasurer or the Secretary;
- e) Freely appoint and remove the employees it is responsible for designating;
- f) Amend this operating agreement.
- g) Authorize the Operations Manager to sign general or special powers of attorney for the performance of legal activities that fall within the purpose of the Company.
- h) Decide on the frequency of distributions of the usufruct of this Company;
- i) Decide on the early liquidation of the Company;
- j) Authorize the actions taken by the Operations Manager in the performance of this operating agreement and its amendments, particularly those relating to the transfer or sale of assets and the disposition of the patrimony for purposes other than those established in this Operating Agreement;
- k) Authorize to Operations Manager to obtain loans, credit or any other obligation or debt

on behalf of the Company;

l) Authorize to Operations Manager Sign, issue, accept, endorse or in any other manner grant, as the case may be, checks, promissory notes, remittances, bills of exchange and other negotiable instruments.

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m) The other functions indicated in this operating agreement;

PARAGRAPH ONE: The Members may, in the case of their absence or inability to act, assign their powers or obligations to any other member or person.

Article 26- ADMINISTRATION OF THE COMPANY: The Company shall have an Operations Manager, appointed indefinitely, who shall be responsible for the management, operation and representation of the Company before third parties, upon the prior authorization of the Board of Members.

The Operations Manager may, within the limits of the law and the operating agreement, confer the exercise of his/her powers on third parties through the signing of special or general powers of attorney, with the prior approval of the Board of Members and in compliance with the provisions of CHAPTER VIII of this operating agreement.

The Operations Manager may resign from his/her position at any time, without giving any justification, through the delivery of a notice to each member of the Company. The resignation of the Operations Manager shall take effect upon the receipt of said notice or at any subsequent time, as indicated in said notice, and, unless otherwise specified in said notice, the acceptance of said resignation shall not be necessary to consider it effective.

The Operations Manager may be removed by the Board of Members with the approval of the Protector or Board of Protectors, who in turn may designate a new operations manager for any reason or when the causes for removal contained in this operating agreement exist.

The Operations Manager may, upon the approval of the Board of Members, as the case may be, pay with the Company's assets or their returns, all expenses incurred in the performance of his/her functions, including the following: 1) the fees of consultants, including financial, accounting, tax, legal and other professional consultants whom the Operations Manager, with the approval of the Board of Members, hires in order to improve the performance of his/her functions, issue annual reports, or establish or evaluate his/her own responsibilities; 2) the fees of legal advisors whom the Operations Manager, with the approval of the Board of Members, hires to defend the assets of the Company, the Company or his/her personal assets against: i) the claims of third parties or administrative or judicial authorities, including the costs, expenses and penalties that may be incurred; ii) the claims of persons who allege that they have an interest in the Company or in its assets because of their relationship with the members or for any other reason, including

the costs and expenses incurred, unless it is proven at trial that the Operations Manager acted with malice in the performance of his/her functions; 3) taxes, fees, charges and any other national or municipal assessments or contributions, as well as non-payment or late payment fines or penalties that are incurred with respect to the assets of the Company or because of his/her status as Administrator of its assets, or as a result of the performance

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of or compliance with the Operating Agreement.

Article 27- COMPENSATION OF EACH ADMINISTRATOR: The compensation of the Operations Manager, Secretary and Treasurer shall be determined by the Board of Members. The Administrators must be paid their expenses, if any. No payment shall prevent the Administrator from exercising any other position in the Company in any other capacity or from receiving the respective compensation.

Article 28- NAMING OF THE OPERATIONS MANAGER: Only the Board of Members may name and remove a new operations manager. The naming of the Operations Manager shall be for an indefinite term until a new operations manager is named. In exercising his/her position, the Operations Manager shall be subject to the general and special duties established in this operating agreement. **PARAGRAPH:** The administrators must be at least eighteen years old in the case of a natural person, and it is not required that they be residents of the State of Delaware, United States of America.

Article 29- FUNCTIONS OF THE OPERATIONS MANAGER: The administration of the Company shall be the responsibility of the Operations Manager, who may execute or perform all acts and contracts that are aligned with the corporate purpose or directly related to the existence and operation of the Company. In performing his/or functions, he/she may:

- a) Represent the Company before the members, third parties and, above all, administrative or jurisdictional authorities, either in or outside the courts;
- b) Execute all acts and operations consistent with the corporate purpose in conformity with the law and this operating agreement;
- c) Authorize with his/her signature all public or private documents that must be granted in the performance of the corporate activities or in the interests of the Company;
- d) Present the Board of Members, in its ordinary meeting, with the management report, year-end balance sheet, details of the income statement and a plan for the distribution of profits.
- e) Present the Board of Members, in its ordinary meeting, with all information returns required by the Internal Revenue Code and laws of the State of Delaware or any other state that has jurisdiction over this Company;
- f) Take all measures necessary to preserve the corporate assets;
- g) Convene the Board of Members, whenever he/she deems it advisable or necessary, and send the meeting notices as provided in this operating agreement;
- h) Comply with the orders and instructions imparted by the Board of Members, as the case may be;
- i) The Operations Manager will use the assets and the returns or income of the Company in accordance with the provisions of this operating agreement and its amendments;
- j) Sign the special and/or general powers of attorney that are authorized by the Board of Members, complying with the provisions of CHAPTER VIII of this operating agreement.
- k) Comply and ensure compliance with all requirements imposed by law for the development of the corporate purpose.

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PARAGRAPH ONE: The Company's Operations Manager shall comply with his/her obligations in good faith and as necessary and advisable for carrying out the business and affairs of the Company, in the manner in which he/she reasonably believes is in the best interests of the Company, and with the care that a prudent person would ordinarily have in a similar position under similar circumstances. In performing his/her obligations, the Operations Manager shall be authorized to rely on information, opinions, reports or declarations, including financial information or declarations, prepared or presented by the persons and groups listed in literals a, b and c of this paragraph. However, the Operations

Manager shall not be considered to be acting in good faith if he/she has knowledge about a matter that could negate said reliability. The Operations Manager may rely on the information, opinions, reports and declarations of the following persons and groups:

- a) One or more employees or other members of the Company who the Operations Manager reasonably believes are competent in the matters presented.
- b) Advisors, public accountants or other persons who the Operations Manager reasonably believes have the professionalism and experience required for their positions.
- c) A committee designated by the management organs.

PARAGRAPH TWO: All actions taken by the Operations Manager in the performance of his/her functions shall be approved in advance by the Board of Members.

Article 30- EXERCISE OF THE DUTIES OF OPERATIONS MANAGER:

The Operations Manager shall exercise his/her duties until:

- a) The next ordinary Board of Members meeting, or until a successor has been named and designated.
- b) His/her resignation.
- c) His/her removal by the Board of Members.

Article 31- SECRETARY: The Company shall have a Secretary, appointed for an indefinite term by the Board of Members. The Secretary shall be responsible for maintaining the Minutes Book and the Members Register in accordance with this operating agreement, and for authorizing with his/her signature the copies of the same that are issued.

The Secretary shall assist the President during the meetings of the Board of Members and shall provide the information necessary for the good functioning of the same.

Article 32- FUNCTIONS OF THE SECRETARY:

The Secretary shall exercise the following functions:

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- a) Verify the quorum at the beginning of each session and when required during the progress of the session;
- b) Prepare minutes of the sessions and save and maintain custody of the minutes of the meetings of the Board of Members;
- c) Countersign the minutes of the meetings of the Board of Members and issue certifications of the matters approved;
- d) Notify the competent authorities of the decisions of the Board of Members;
- e) Deliver or ensure the delivery of the meeting notices required for the ordinary and extraordinary meetings of the Board of Members.
- f) Fulfill the other functions that are assigned by the Board of Members.

Article 33- TREASURER: The Company shall have a Treasurer, designated by the Board of Members for an indefinite term.

Article 34- FUNCTIONS OF THE TREASURER:

The Treasurer shall have the following functions:

- a) Supervise the Company's funds and securities;
- b) Collect the revenues earned by the Company;
- c) Make proposals to the Board of Members about investments and the management of the Company's assets;
- d) Collaborate with the Operations Manager on the preparation of the Company's budget;
- e) Supervise the Company's accounting books;
- f) The other functions assigned by the Board of Members and/or the Operations Manager

Article 35- EXPRESS AUTHORIZATIONS OF THE BOARD OF MEMBERS:

Notwithstanding the foregoing, the administrators are not authorized to sign any document related to any of the following acts without the prior authorization of the Board of Members granted by a unanimously-approved resolution, as the case may be:

- a) Any act that disposes of or transfers ownership of the Company's assets (personal or real property), including the sale, exchange, lease, donation or any other type of contract or legal action by means of which the Company's assets are transferred, as well as any attachment or mortgage of the same.
- b) The attainment of loans, credit or any other obligation or debt on behalf of the Company.
- c) The granting of powers of attorney, whether general or special, and the revocation of those that already exist.
- d) The signing, issuance, acceptance, endorsement or granting in any other manner, as the case may be, of checks, promissory notes, remittances, bills of exchange and any other negotiable documents, and all receipts for money paid to the Company.

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- e) Assisting the Company in becoming a surety or guarantor of the financial transactions of entities other than the members listed in this Agreement.

Article 36- APPOINTMENTS: For the initial period of the Company, which shall begin on the date of signing of this document, and until the date on which the corporate organs otherwise provide, the following appointments are approved:

	NAME	IDENTIFICATION
OPERATIONS MANAGER	CYVA INTERNATIONAL SERVICES LLC JAIRO VARGAS	V622-420-50-190-0

CHAPTER V **REORGANIZATION OF THE COMPANY**

Article 37- AMENDMENT OF THE OPERATING AGREEMENT: The Board of Member, in his capacity as a living and legally competent organ, shall be the only who has the power to approve and change, at any time or from time to time, the conditions of this operating agreement.

Article 38- AMENDMENTS AND ADDITIONS TO THE OPERATING AGREEMENT.

- a) The Board of Member shall have the right to modify this Operating Agreement.
- b) The resolutions of the Board of Members that modify those parts of this operating agreement that are subject to amendment shall require the unanimous consent of the members of the Board of Members and the approval. Any modification that does not comply with this requirement or that affects any of the limitations established in this operating agreement shall be null and void.

CHAPTER VI **DURATION AND DOMICILE**

Article 39- DURATION: The duration of the Company shall be perpetual, unless it is legally dissolved by its members in accordance with the law.

The Company may be dissolved only by unanimous agreement of the Board of Members

- a) Its operation becomes impossible;
- b) The loss or extinction of the Company's assets;
- c) The fulfillment of the purposes for which it was established;
- d) Any other cause established in the Operating Agreement, its amendments, or United States law.

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Article 40- DOMICILE: The Company shall be domiciled in Delaware, United States. However, the Board of Members may authorize the continuation of the existence of the Company under the laws of another country or jurisdiction, provided that this is permitted by the laws of said country or jurisdiction and the Company is current on its tax obligations in the United States.

The Operations Manager may at any time transfer the domicile of the Company to another jurisdiction without the prior dissolution of the Company, provided that said transfer has been approved by the Board of Members and complies with the law and this operating agreement and its amendments.

All legal relationships of the Company shall be governed exclusively by the law of the State of Delaware, United States. If the Company's domicile is moved to another place, the Company shall continue to be subject to the Limited Liability Companies Act, to the extent that there are no legal provisions in the new domicile that expressly indicate a different legal regime for limited liability companies that are transferred to said jurisdiction.

PARAGRAPH. The main office of the Company shall be located in 6355 NW 36 ST SUITE No 401 MIAMI FL 33166, or in the place determined by the Operations Manager with the prior approval of the Board of Members.

CHAPTER VII DISSOLUTION AND LIQUIDATION

Article 41.- DISSOLUTION AND LIQUIDATION OF THE COMPANY: The Company may be dissolved in conformity with Article 57.

To this end, the Operations Manager shall issue the corresponding resolution with the prior approval of the Board of Members.

At the time of dissolution, the Company's assets shall be distributed to the Members in accordance with the provisions of this operating agreement after the Operations Manager has paid all of the Company's debts and obligations.

The Company's dissolution agreement shall be duly registered in the Public Company Register in the State of Delaware, United States.

Article 42- LIQUIDATION: If the Company is dissolved, it shall be liquidated and its assets shall be distributed in accordance with this operating agreement, and, therefore, it may not initiate new operations in furtherance of its purpose, and it shall preserve its legal capacity only for the acts required for its legal liquidation by the State of Delaware and the

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Federal Government. **PARAGRAPH.- NET PROFITS AND LOSSES OF THE COMPANY:** The net profits and losses of the Company, and all revenues, profits, losses, deductions, and loans used for the calculation of the same, shall be distributed to the members in the same proportion as their participation.

CHAPTER VIII **GRANTING AND SIGNING OF POWERS OF ATTORNEY**

Article 43- GENERAL POWERS: The Operations Manager may grant general powers of attorney only to the members of the Company and with the prior approval of the Board of Members.

Article 44- SPECIAL POWERS OF ATTORNEY: The Operations Manager may grant special powers of attorney only with the approval of the Board of Members.

Article 45- SUBSTITUTION AND DELEGATION OF POWERS: The granting in general or special powers of attorney of the power to substitute or delegate said powers in whole or in part is prohibited.

Article 46- OBLIGATIONS OF THE GENERAL ATTORNEY IN FACT: The general attorneys in fact shall be obligated to render a report of all documents, instruments and contracts signed in the performance of the conferred power of attorney, within eight (8) calendar days from the signing of the document, instrument or contract. **PARAGRAPH ONE:** In all cases in which the general attorneys in fact do not provide the report described in this clause within the established period, the Operations Manager shall not be liable for the instruments, contracts or documents that are signed in the exercise of said powers of attorney. **PARAGRAPH TWO:** In any case, the Operations Manager will not be responsible for the acts, contracts or documents that are signed in the exercise of such powers, such liability shall only fall on the member or Board of Members who was the governing body authorizing the signing thereof.

Article 47°- VALIDITY OF THE ACTS PERFORMED BY ATTORNEYS IN FACT: Any act performed by a special or general attorney in fact that does not comply with the provisions of this chapter shall be null and void.

CHAPTER IX **MISCELLANEOUS PROVISIONS**

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Article 48- ADMINISTRATION AND INVESTMENTS: The Operations Manager shall carry out the administration and investment of the Company's assets in conformity with the instructions of the Board of Members and in accordance with the parameters established in this agreement and the last operating agreement and its amendments in force.

The Operations Manager shall not have any discretion in the investment of the Company's assets.

Article 49- PROVISION OF INFORMATION: The Operations Manager may, with the approval of the Board of Members and in conformity with this operating agreement, create auditing organs comprised of natural or legal persons whose authority shall be established in this operating agreement and its amendments.

Nothing about the actual or legal operations of the Company, including this operating agreement and its amendments, may be revealed to third parties, especially foreign authorities or governments, unless the Operations Manager believes that it is in the interests of the Company to reveal the corresponding information, in which case he/she shall be relieved of all liability.

Article 50- FISCAL PERIOD: The fiscal period of the Company coincides with the calendar year. However, the first fiscal period shall begin on the date of incorporation of the Company and it shall close for the first time on December 31 of the same year.

The Operations Manager shall prepare or cause to be prepared at the end of each fiscal period a declaration of the Company's assets, together with a report on its revenues and expenses. Only the Board of Members shall have access to said report.

Article 51- VALIDITY OF PROVISIONS: The invalidity of any provision contained in this operating agreement or its amendments shall not affect the validity of the agreement or amendments as such or invalidate their other clauses or provisions.

Article 52- NOTIFICATIONS: All notifications or communications under this agreement shall be in writing, and they shall be considered to be delivered when they are delivered by registered or certified mail, with return receipt requested, to the parties at the following

Addresses (or any other address that a party has previously notified the other parties is the address to which the notification should be sent):

- a) If it is to the Company, to the attention of the Operations Manager, at the following address of the Company 6355 NW 36 ST Suite No 401 Miami FL 33166
- b) If it is to the administrators, to them at the address of the Company
- c) If it is to a member, to the member's address that is recorded in the Company's

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books and records

When a notice must be delivered in accordance with the law or this agreement, a written waiver of the same signed by the person or persons who must receive said notice,

Whether before or after the time indicated in the same, shall be considered to be the equivalent of the same.

Article 53- GOVERNING LANGUAGE: This operating agreement has been drafted in Spanish and English. In the event of any doubt, the text of the Spanish version shall prevail.

Article 54- OFFICES AND BOOKS: The Company may establish agencies, branches and offices in any place in the world. Similarly, the Company may maintain its books at any place determined by its organisms, either in or outside the United States, in the Spanish language.

The Administrators shall enter all of the Company's transactions in its accounting books. Also, the accounting books must be made available for review by the administrators and members of the Company. These books shall be maintained in accordance with the accounting system selected by the accountants who regularly provide their services to the Company. A summary, review or audit of the Company, as determined by the Board of Members, shall be performed at the close of each fiscal year of the Company by the accountants who have been retained by the Company.

Article 55- RECORDS IN THE COMPANY'S MAIN OFFICE: The Operations Manager shall ensure that the Company maintains the following records in its main office:

- a) A current list of the complete names and last known business and/or residential address of each member.
- b) A copy of the Company's certificate of incorporation and the amendments to the same.
- c) A copy of the Company's federal, state and local income tax returns for the last three years.

Article 56- SOLE AGREEMENT: This operating agreement and its attachments and amendments establish all of the promises, agreements, conditions, commitments, guarantees and declarations among the members, in relation to the Company, and there are no express or implied verbal or written promises, agreements, conditions,

Commitments, guarantees or declarations among them other than those established in this agreement. This agreement may not be changed or terminated verbally or in any manner other than by a written agreement of all of the members. There are no verbal or written declarations, agreements, arrangements or commitments by or between the parties related to the matters subject to this agreement that are not completely expressed in the same.

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Article 57- REGISTERED AGENT: The Registered Agent for purposes of judicial notifications and the Registered Office shall be the person and the place indicated in the Certificate of Incorporation, as registered with the Office of the Secretary of State. The Operations Manager, with the prior approval of the Board of Members, may from time to time change the Registered Agent or Registered Office through the registration with the

Secretary of State. If the Registered Agent ceases to act as such for any reason or the Registered Office changes, the Board of Members shall immediately designate a replacement for the Registered Agent or give notice of a change of address, as the case may be. If the Board of Members does not replace the Registered Agent or does not give notice of the change of address of the Registered Office, any member or the Operations Manager may designate the replacement for the Registered Agent or send the change of address notice.

Article 58- APPLICABLE LAW: This Agreement shall be governed and interpreted in accordance with the laws of the State of Delaware, United States of America.

Article 59- RESOLUTION OF CONFLICTS: Any litigation, dispute or claim that arises in relation or with respect to the interpretation of this agreement, and the conflicts that arise between the members, Operations Manager, shall be resolved by three (3) arbitrators selected by the Parties. The arbitration proceedings shall be carried out in accordance with the regulations of the State of Delaware, United States, and shall be subject to the following provisions:

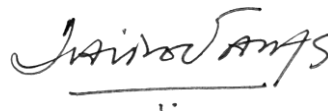
(a) The arbitration shall take place in the State of Delaware, United States, and the proceedings shall be conducted in the English language.

(b) The arbitrators selected shall be fluent in the Spanish language and shall have experience in international matters;

(c) The parties waive any right that they may enjoy under the law of any nation to petition the courts of said nation for relief from the provisions of this clause or from any decision of the arbitrators made prior to the adjudication.

IN WITNESS WHEREOF, the sole member of the Company signs this agreement on 31st day of October, 2011.

Operations Manager



**Cyva International Services LLC
DLNo V622-420-50-190-0**