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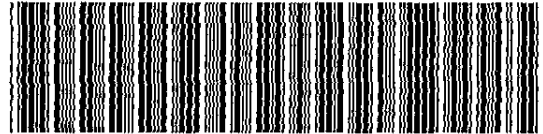
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FLORIDA STATE  
CORPORATIONS  
TALLAHASSEE, FLORIDA

BR

## ATTORNEYS' TITLE

Requestor's Name

1965 Capital Circle NE, Suite A

Address

Tallahassee, FL 32308

City/St/Zip

850-222-2785

Phone #

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TALLAHASSEE, FLORIDA

### CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1- TRADE INTERAMERICAN, LLC

2-

3-

4-

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NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	Non-Profit
<input checked="" type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

Examiner's Initials

ARTICLES OF ORGANIZATION  
OF  
TRADE INTERAMERICAN LLC

The undersigned incorporator hereby executes, acknowledges and files with the Florida Department of State the following Articles of Organization (the "Articles") for the purpose of organizing a Limited Liability Company under the Florida Statutes.

ARTICLE I  
FORMATION AND POWERS

1.1 In General

(a) Name. The name of the limited liability company is:  
TRADE INTERAMERICAN LLC

(b) Address The mailing address and street address of the principal office of the limited liability company is:  
888 Brickell Avenue, Suite 500, Miami, FL 33131.

1.2 Organizers

(a) Name and Address. The name and address, including street and number, if any, of each of the organizers are:

- |                       |  |
|-----------------------|--|
| 1. Juan Penuela-Velez | 3515 Ponce de Leon Blvd., Coral Gables, FL 33134 |
| 1. Sonia Wilczewski   | 3515 Ponce de Leon Blvd., Coral Gables, FL 33134 |

1.3 Members' Interest

(a) Certificate. A member's interest in the company is to be evidenced by a certificate of membership interest.

1.4 Purpose

(a) In General. The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the Florida Statutes.

1.5 Agent

(a) Name. The name and address of the initial agent for service of process on the limited liability company is:

Juan Penuela-Velez                      3515 Ponce de Leon Blvd., Coral Gables, FL 33134.

ARTICLE II

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## MEMBERSHIP

### 2.1 Determination of Membership

(a) In General. Membership shall be determined by a vote of the then manager(s).

## ARTICLE III MANAGEMENT

### 3.1 Manager-Managed

(a) Election of Managers. The management of the limited liability company shall be vested in a manager who shall be elected for a life term by the members. The vote of the members will be casted in proportion to their participation. The manager or managers shall also hold the offices and have the responsibilities accorded to them by the members and set out in the regulations of the limited liability company.

(b) Managers. The names and addresses of such managers who are to serve as managers until the first annual meeting of members or until their successors are elected and qualify are:

Principal:	Juan Penuela-Velez	3515 Ponce de Leon Blvd., Coral Gables, FL, 33134
------------	--------------------	--

### 3.2 Duties

(a) In General. A manager or managing member shall discharge his or her duties as a manager or managing member, including duties as a member of a committee:

- (1) In good faith;
- (2) With the care an ordinarily prudent person in a like position would exercise under similar circumstances; and
- (3) In a manner he or she reasonably believes to be in the best interests of the limited liability company.

(b) Information. In discharging his or her duties, a manager or managing member is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by:

- (1) One or more members or employees of the limited liability company whom the manager or managing member reasonably believes to be reliable and competent in the matters presented;
- (2) Legal counsel, public accountants, or other persons as to matters the manager or managing member reasonably believes are within such persons' professional or expert competence; or
- (3) A committee of managers or managing members of which he or she is not a member, if the manager or managing member reasonably believes the committee merits confidence.

(c) Information Relevant to Managers' Duties. In discharging his or her duties, a manager or managing member may consider such factors as he or she deems relevant, including the long-term prospects and interests of the limited liability company and its members, and the social, economic, legal, or other effects of any action on the employees, suppliers, customers of the limited liability company, the communities and society in which the limited liability company operates, and the economy of the state and the nation.

(d) Good Faith. A manager or managing member is not acting in good faith if he or she has knowledge concerning the matter in question that makes reliance otherwise permitted by subsection (b) unwarranted.

(e) Liability. A manager or managing member is not liable for any action taken as a manager or managing member, or any failure to take any action, if he or she performed the duties of his or her position in compliance with this section.

### 3.3 Emergencies

(a) Regulations. The managers may adopt regulations to be effective only in an emergency as defined in subsection (b) below. The emergency regulations, which are subject to amendment or repeal by the members, may make all provisions necessary for managing the limited liability company during an emergency, including procedures for calling a meeting of the managers and designation of additional or substitute managers.

(b) Emergency Defined. An emergency exists for purposes of this section if the limited liability company's managers cannot readily be assembled because of some catastrophic event.

(c) Duration of Emergency Regulations. All provisions of the regular regulations consistent with the emergency regulations remain effective during the emergency. The emergency regulations are not effective after the emergency ends.

(d) Actions Taken in Emergency. Actions taken by the limited liability company in good faith in accordance with the emergency regulations have the effect of binding the company and may not be used to impose liability on a manager, employee, or agent of the company.

## ARTICLE IV SHARING OF PROFITS AND LOSSES

### 4.1 In General

(a) Allocations Among Members. The profits and losses of the limited liability company shall be allocated among the members as follows:

1. Juan Penuela-Velez: 80 %
2. Sonia Wilczewski: 20%

## ARTICLE V

## VOTING

### 5.1 In General

(a) By Members and Managers. Unless otherwise provided in the regulations:

(1) The members of the limited liability company shall be entitled to vote on matters relating to the limited liability when considered by the manager. The general decisions of the company will be taken by the Manager except as provided in 5 (1)(b); and

(2) Each member's vote shall be weighted in proportion to the member's relative capital account; however, if the capital account of each member is negative or zero, each member shall have one vote.

(b) By Manager. Unless otherwise provided in the regulations, any manager who is not a member shall not be entitled to vote on matters relating to the limited liability company;

## ARTICLE VI

### ADMISSION OF ADDITIONAL MEMBERS

### 6.1 In General

(a) Consent of Other Members. Except as otherwise provided in the regulations, no person may be admitted as a member unless the member-manager consents in writing to the admission of the additional member. Except: consent will be required by all the members when the manager is not a member. In such cases the weight of each vote will be in proportion to the each member's participation

## ARTICLE VII

### CONTRACTING DEBTS

### 7.1 In General

(a) Authorized Persons. Except as otherwise provided in these regulations, no debt shall be contracted nor contractual liability incurred by or on behalf of the limited liability company, except by:

(1) One or more of its managers, if management of the limited liability company has been vested by the members in a manager or managers; or

(2) Any member, if management of the limited liability company is retained by the members; except: after a period of one year from the day of inception, no obligation shall be incurred without consent of all members if it exceeds 80% of the total assets of the company as of the date of proposal.

## ARTICLE VIII

### TRANSFERABILITY OF MEMBER'S INTEREST

### 8.1 In General

(a) Rights of Member and Assignee.

(1) A member's interest in the limited liability company is not assignable in whole or in part, unless a member-manager consents to the assignment;

(2) An assignment of a member's interest in the limited liability company does not dissolve the limited liability company or entitle the assignee to become a member or to exercise any rights or powers of a member;

(3) An assignment entitles the assignee to share in the profits and losses of the limited liability company, to receive such distribution or distributions, and to receive such allocation of income, gain, loss deduction, or credit or similar item to which the assignor was entitled, to the extent assigned; and

(4) A member ceases to be a member and ceases to have the power to exercise any rights or powers of a member upon assignment of his or her entire interest in the limited liability company; except: in the case of the member-manager.

(b) Certificate of Interest. A member's interest in the limited liability company may be evidenced by a certificate of limited liability company interest issued by the limited liability company, which may reflect provisions for the assignment or transfer of any limited liability company interest represented by such a certificate and other provisions with respect to such certificates.

## ARTICLE IX

### RIGHT OF ASSIGNEE TO BECOME MEMBER

#### 9.1 In General

(a) Consent of Other Members. An assignee of the limited liability company interest may become a member only with the manager consent.

(b) Assignee's Rights. An assignee who has become a member has, to the extent assigned, the rights and powers, and is subject to the restrictions and liabilities as follows: [List]. A member who becomes a member also is liable for the obligations of his or her assignor to make and return contributions as provided in Florida Statutes section 608.4211 and 608.428. However, the assignee is not obligated for liabilities which are unknown to the assignee at the time he or she became a member and which could not be ascertained from these regulations.

## ARTICLE X

### INDEMNIFICATION

#### 10.1 In General

(a) Indemnification of Persons. The limited liability company shall indemnify any person who is or was a party to any proceeding by reason of the fact that he or she is or was a manager or a managing member of the limited liability company or is or was serving at the request of the limited liability company as a manager, managing member, officer, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise against

liability incurred in connection with such proceeding, including any appeal thereof, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the limited liability company and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the limited liability company, or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

(b) *Indemnification Against Expenses.* The limited liability company shall indemnify any person (who was or is a party to any proceeding by or in the right of the limited liability company to procure a judgment in its favor by reason of the fact that he or she is or was a manager or managing member of the limited liability company or is or was serving at the request of the limited liability company as a manager, managing member or director of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise) against expenses and amounts paid in settlement not exceeding, in the judgment of a majority of the members, the estimated expense of litigating the proceeding to conclusion, and actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the limited liability company; except that no indemnification shall be made under this subsection with respect to any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought (or any other court of competent jurisdiction) shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

(c) *In Defense of a Proceeding.* To the extent that any manager or managing member of the limited liability company has been successful on the merits or otherwise in defense of any proceeding referred to in subsection (a) or subsection (b), or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses actually and reasonably incurred by him or her in connection therewith.

(d) *Authorization.* Any indemnification under subsection (a) or subsection (b), unless pursuant to a determination by a court, shall be made by the limited liability company only as authorized in the specific case upon a determination that indemnification of the manager or managing member is proper in the circumstances because he or she has met the applicable standard of conduct set

forth in subsection (a) or subsection (b). Such determination shall be made in one of the following manners:

- (1) By a majority vote of the members;
- (2) By majority vote of a committee duly designated by the members, in which members who are parties may participate, consisting solely of two or more members not at the time parties to the proceeding; or
- (3) By independent legal counsel selected by the members prescribed in paragraph (1) or the committee prescribed in paragraph (2).

(e) Evaluation of Expenses. Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel, persons specified by paragraph (d)(3) shall evaluate the reasonableness of expenses and may authorize indemnification.

(f) Expenses Paid in Advance. Expenses incurred by a manager or managing member in defending a civil or criminal proceeding may be paid by the limited liability company in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such manager, managing member, officer, or member, to repay such amount if he or she is ultimately found not to be entitled to indemnification by the limited liability company pursuant to this section.

(g) Circumstances Precluding Indemnification. The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and the limited liability company may make any other expenditure for further indemnification or advancement of expenses of any of its managing members or managers by vote of members both as to action in his or her official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any manager or managing member if a judgment or other final adjudication establishes that his or her actions, or omissions to act, were material to the cause of action so adjudicated and constitute any of the following:

- (1) A violation of the criminal law, unless the managing member or manager had no reasonable cause to believe his or her conduct was unlawful.
- (2) A transaction from which the managing member or manager derived an improper personal benefit.
- (3) In the case of a manager or managing member, a circumstance under which the liability provisions of Florida Statutes <section> 608.426 are applicable.
- (4) Willful misconduct or a conscious disregard for the best interests of the limited liability company in a proceeding by or in the right of the limited liability company to procure a judgment in its favor or in a proceeding by or in the right of a member.

(h) Continuation of Indemnification. Indemnification and advancement of expenses as provided in this section shall continue, unless otherwise provided

when authorized or ratified, as to a person who has ceased to be a managing member or manager and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

(i) Indemnification by Court Order. [Notwithstanding the failure of the limited liability company to provide indemnification, and despite any contrary determination of the members in the specific case], a managing member or manager of the limited liability company who is or was a party to a proceeding may not apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that any of the following apply:

(1) The managing member or manager is entitled to mandatory indemnification under subsection ©, in which case the court shall also order the limited liability company to pay the person reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses.

(2) The managing member or manager is entitled to indemnification or advancement of expenses, or both, by virtue of the exercise by the limited liability company of its power pursuant to subsection (g).

(3) The managing member or manager is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of whether such person met the standard of conduct set forth in subsection (a), subsection (b), or subsection (g).

(j) Definitions. For the purposes of this section:

(1) The term "other enterprises" includes employee benefit plans.

(2) The term "expenses" includes counsel fees, including those for appeal.

(3) The term "liability" includes obligations to pay a judgment, settlement, penalty, or fine, including an excise tax assessed with respect to any employee benefit plan, and expenses actually and reasonably incurred with respect to a proceeding.

(4) The term "proceeding" includes any threatened, pending or completed action, suit, or other type of proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal.

(5) The term "serving at the request of the limited liability company" includes any service as a manager or managing member, officer, employee, or agent of the limited liability company that imposes such duties, including duties relating to an employee benefit plan and its participants or beneficiaries.

(7) The term "not opposed to the best interest of the limited liability company" describes the actions of a person who acts in good faith and in a manner he or she reasonably believes to be in the best interests of the participants and beneficiaries of an employee benefit plan.

(k) Insurance. The limited liability company may purchase and maintain insurance on behalf of any person who is or was a managing member or manager of the limited liability company or is or was serving at the request of the limited liability company as a manager, managing member, director, officer, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against the person and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the limited liability company would have the power to indemnify the person against such liability under the provisions of this section.

Members:

Juan Penñuela-Velez

[Name]

[Signature]



[Name]

Sonia Wilczarek  
[Signature]

#### STATEMENT OF REGISTERED AGENT

The undersigned hereby accept their appointment as registered agents and hereby certify that they are familiar with, and accept, the obligations of that position.

Signed:

Juan Penñuela-Velez

[Name]

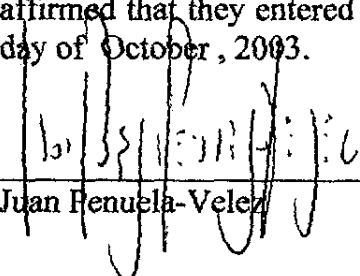
[Signature]

CERTIFICATE

State of Florida )

County of Miami Dade )

On this 21st day of October, 2003, before me appeared the undersigned, members of the following limited liability company, who having first been duly identified by displaying their driver's licenses, and having been duly sworn, affirmed that they entered into the attached Articles of Organization as of the 21<sup>st</sup> day of October, 2003.

  
Juan Penuela-Velez

3515 Ponce de Leon Blvd., Coral Gables, FL 33134

  
Sonia R. Wilczewski

3515 Ponce de Leon Blvd., Coral Gables, FL 33134

  
Notary Public

State of

County of

My commission expires:

AMELIA M. LOPEZ



CERTIFICATE

State of Florida )  
County of Miami Dade )

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\_\_\_\_\_  
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3515 Ponce de Leon Blvd., Coral Gables, FL 33134

  
\_\_\_\_\_  
Sonia R. Wilczewski

3515 Ponce de Leon Blvd., Coral Gables, FL 33134

  
\_\_\_\_\_  
Notary Public

State of

County of

My commission expires:

AMELIA M. LOPEZ

