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SECRETARY OF STATE
TALLAHASSEE, FLORIDA



May 14, 2007

Florida Dept of State Registration Section Division of Corporations PO Box 6327 Tallahassee, FL 32314

RE: AMENDED ARTICLES OF ORGANIZATION for a Florida Limited Liability Company Assigned Document Number L06000001230

Dear Sir or Madam:

Attached, please find a copy of amended Articles of Organization for this Florida Limited Liability Company dated April 27, 2007 pursuant to Florida Statute 608.411.

Pursuant to Florida Statute 608-409(2) the effective date of the amended Articles of Organization shall be May 14, 2007 or the date of this filing.

Attached, please find our check number 1023 for \$25 payable to Florida Department of State for the filing fee.

Israel Esquenazi. Gen

CC: file

Ecl. Check and Amended Articles of Organization dated 4/27/07

ARTICLES OF AMENDMENT TO ARTICLES OF ORGANIZATION OF

AAA Designs, LLC (Present Name) (A Florida Limited Liability Company) The date of filing of the articles of organization was _____01/04/2006 FIRST: SECOND: The following amendment(s) to the articles of organization was/were adopted by the limited liability company: See Attached amendment dated April 27, 2007 adopted unanimously by all current Member-Managers. 2007 May 14 Dated_ authorized representative of a member Signature of a member Israel Esquenazi Typed or printed name of signee

Filing Fee: \$25.00

MEMBERS' RESOLUTION APPROVING AMENDMENT OF OPERATING AGREEMENT

AAA DESIGNS, LLC

(Hereinafter, the "Company")

It is hereby RESOLVED that, having complied with the appropriate procedures under the Operating Agreement, the Operating Agreement of the Company is hereby amended with additional agreements herein described below. As a condition of investing and/or employment with AAA Designs, LLC, its subsidiaries, affiliates, successors or assigns (together the "Company"), and in consideration of further investing and/or employment with the Company and receipt of the compensation now and hereafter paid to Members by the Company and the Company's agreement herein, Members agree to the following terms and conditions of this Investment, Employment, Loans, Confidential Information, Wages, Commissions and MEMBERS' RESOLUTION APPROVING AMENDMENT OF OPERATING AGREEMENT (the "Agreement").

- 1. <u>UNRESOLVED DISPUTE</u>. In the event of an unresolved dispute, each member shall have a number of votes equal to his/her percentage ownership in the company (i.e. 1% ownership in the Company equals 1vote). Majority decision, which shall over-rule, prevail and speak on behalf of the Company for all Members, is obtained with a 51% or greater percentage of votes thereof. Remainder of the members will and hereby affirm to abide by the majority vote. In the event of a deadlock, the General Manager's vote shall prevail.
- 2. TERMINATION OF EMPLOYMENT. If a member is voted out of the Company or terminates employment with the Company, following the termination of their relationship with the Company for any reason, whether with or without good cause or for any or no cause, at the option of either a majority vote of the Members of the Company or themselves, with or without notice, his/her percentage in the Company shall never exceed Fifteen Thousand Dollars (\$15,000) or 50% of his/her personal

contribution in the Company, whichever is less. The remaining members may purchase the shares being sold for the amount equal to the selling price.

- PREVIOUS AGREEMENTS. All previously executed agreements and resolutions remain in full force and effect.
- 4. S.B.A. LOAN. The Company is obtaining a loan under the S.B.A. program with the help of Lawrence P. Rogers, President of LoansForBusiness.com in Lake Orion, MI. The proceeds of the loan for \$577,000 require that members deposit an additional \$72,000 into the Company's bank account prior to closing on the loan. It also requires all members with 20% or greater present ownership in the Company to guarantee the loan. Guarantees may be asked in the form of one or all of the following: pledging of personal property, pledging member's assets and personal guarantees. Furthermore, additional capital may be needed and shall be deposited into the Company's bank account(s) according to needs stipulated by the majority and/or Operation requirements or as may be expressed by the General Manager. Funds shall be deposited into the Company's bank account(s) within 72 Hrs of said request from the General Manager which may come in any form including verbal, electronic or written form. If any member fails, is unable or unwilling to deliver the necessary funds in the manner stipulated herein or as may be requested for the S.B.A. loan approval or from time to time as requested by the General Manager for Company Operations, then the remaining members shall deposit the amount requested by the General Manager. In such case, the depositor's respective percentage ownership in the Company shall increase in relation to their total contribution and the New Total Capital of the Company. Further, members that do not provide the necessary funds, for any reason as stipulated herein, shall have their respective ownership in the Company diluted relative to their personal total contribution in the Company to the New Total Capital.
- NECESSARY PAPERWORK. Majority members having 20% or greater ownership in the Company shall deliver directly to the financial institution working on behalf of the Company, or the General Manager, all necessary paperwork and execute all necessary

documents pursuant to any and all debts, loans, credit applications and/or personal guarantees as may be required from time to time by the Company.

- 6. DUTIES OF EACH MEMBER DEFINED: Israel Esquenazi, as President and Chief Executive Officer of the Company shall administrate, manage, run, direct and oversee the Company's day to day Operations, Sales, Administration and all the necessary and reasonable functions normally performed by the head of a company. Henry Gutierrez, as Vice President and Chief Operations Officer, shall assist the General Manager administrate, manage, run, direct and oversee the Company's day to day Operations, in addition to IT, MIS, networking, computer hardware, software, connectivity and all the necessary and reasonable functions normally performed by the head of Operations and MIS in a company. Elba Vilchez, as Treasurer and shareholder of the Company and Fernando A. Garzon, as Member and shareholder shall assist the General Manager administrate, manage, run, direct and oversee the Company's day to day Operations, in addition to selling, training new hires, holding keys, opening or closing the store, consultations, recommendations, confidentiality, loyalty, assist associates close sales, making house calls themselves and training associates accordingly, saving sales from cancellations, assist in Customer Service, making and train others to do House Calls, assume responsibility in the absence of the General Manager and all the necessary and reasonable functions normally performed by shareholders working in a company they have a risk in.
- 7. <u>RESOLVED</u> that Israel Esquenazi, Elba Vilchez and Fernando A. Garzon shall resign from their present day employment upon the request of the Norwalk Furniture Corp, the Franchisor of the Company. It is estimated that Israel Esquenazi shall resign approximately ninety (90) days prior to the projected Grand Opening of the Company on or about November 1, 2007. Elba Vilchez and Fernando A. Garzon shall resign approximately thirty (30) days prior to the projected Grand Opening of the Company. Projected Grand Opening day is set by the executed Lease of where the Company will operate its retail furniture store, therefore resignation times are approximate and governed by the Franchisor, Landlord's construction and the Company's needs. Since

Henry Gutierrez initially will not be employed or earn wages from the Company, he shall remain employed at his current job. Henry however, will perform his duties as described herein during his off days and hours. For the purposes of this Agreement, Grand Opening shall mean the official day The Shops at Pembroke Gardens Shopping Mall, located in Pembroke Pines Florida, opens to the general public for business.

- 8. WAGES, COMMISSIONS AND COMPENSATION: Initially in order to maintain low startup costs and until the majority vote rules otherwise as previously agreed in paragraph One (1) herein, the following wages, commissions and compensation, excluding distributions of earnings, will prevail for the members: Israel Esquenazi \$5,000 per month net of taxes, Henry Gutierrez \$0.00, Elba Vilchez and Fernando A. Garzon, as well as all other Sales Associates shall be paid monthly commissions as follows: First \$10,000 written sales, the Company shall pay commissions of 6% of NET sales. From \$10,001 to \$20,000 written sales, the Company shall pay commissions of 7% of NET sales. From \$20,001 to \$30,000 written sales, the Company shall pay commissions of 8% of NET sales. From \$30,001 to \$40,000 written sales, the Company shall pay commissions of 9% of NET sales. From \$40,001 & over written sales, the Company shall pay commissions of 10% of NET sales. Commissions are payable on the 15th of the following month, less draw(s) of \$600 which are paid the first day of each month to each Sales Associate. Commissions are earned monthly and exclude delivery fees, taxes or incidental charges for operations that are not directly sold to a customer and/or are part of a surcharge or a reimbursement to the Company. Standard deductions from the commission checks shall be withheld as required by governmental taxing authorities, in addition to 60% of each respective associate's premiums for any Medical Health Insurance, Dental, 401(k), IRA, SEP IRA, or any other deduction as required by law, general majority vote or agreement.
- 9. <u>DISTRIBUTIONS OF RETAINED EARNINGS</u>: Distributions of retained earnings shall be disbursed only if and when deemed appropriate by the Chief Executive Officer in the following manner: (a) all earnings shall be disbursed according to the percentage of each Member in the Company. (b) Any disbursement of Retained Earnings by the

Company shall have first been obtained two years prior. (c) any Retained Earnings disbursed in a given fiscal year shall have first been recorded in the official records and books of the Company two (2) years prior, (i.e. (i) Any Retained Earnings distributed to the Members by their respective percentage of ownership in the Company for the year ending 2010, shall have first been recorded in the official books by the Company's C.P.A. in fiscal year ending 2008. (ii) Any Retained Earnings distributed to the Members by their respective percentage of ownership in the Company for the year ending 2011, shall have first been recorded in the official books by the Company's C.P.A. in fiscal year ending 2009, and thusly every subsequent fiscal year ending). All Members agree the Company's fiscal year begins each January 1 of every calendar year and ends on December 31 of the same calendar year. For the purposes of this Agreement, the Company's first fiscal year of operations shall end December 31, 2008.

- 10. AT-WILL EMPLOYMENT. MEMBERS UNDERSTAND AND ACKNOWLEDGE THAT EMPLOYMENT WITH THE COMPANY IS FOR AN UNSPECIFIED DURATION AND CONSTITUTES "AT-WILL" EMPLOYMENT. MEMBERS ALSO UNDERSTAND THAT ANY REPRESENTATION TO THE CONTRARY IS UNAUTHORIZED AND NOT VALID UNLESS OBTAINED IN WRITING AND SIGNED BY THE GENERAL MANAGER OF THE COMPANY. MEMBERS ACKNOWLEDGE THAT THIS EMPLOYMENT RELATIONSHIP MAY BE TERMINATED AT ANY TIME, WITH OR WITHOUT GOOD CAUSE OR FOR ANY OR NO CAUSE, AT THE OPTION OF MAJORITY VOTE OF THE COMPANY, PURSUANT TO PARAGRAPH ONE (1) OF THIS AGREEMENT, WITH OR WITHOUT NOTICE.
- 11. <u>CONFIDENTIAL INFORMATION</u>. Company Information: The Company agrees that upon the commencement of employment, it will make available to Members certain Confidential Information of the Company that will enable Members to optimize the performance of their duties to the Company. In exchange, Members agree to use such Confidential Information solely for the Company's benefit. Notwithstanding the preceding sentence, Members agree that upon the termination of Member's

employment whether in accordance with Section One (1) herein or not, the Company shall have no obligation to provide or otherwise make available to Members any of its Confidential Information. Members understand that "Confidential Information" means any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customer lists and customers (including, but not limited to, customers of the Company on whom Members called or with whom Members became acquainted during the term of Member's employment), markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed to Members by the Company either directly or indirectly in writing, orally or by drawings or observation of parts or equipment. Members further understand that Confidential Information does not include any of the foregoing items which has become publicly known and made generally available through no wrongful act or omission of Members or of others who were under confidentiality obligations as to the item or items involved or improvements or new versions thereof. Members agree at all times during the term of employment and thereafter, to hold in strictest confidence, and not to use, except for the exclusive benefit of the Company, or to disclose to any person, firm or corporation without written authorization of the General Manager of the Company, any Confidential Information of the Company.

12. THIRD PARTY INFORMATION. Members recognize that the Company has received and in the future will receive from Norwalk Furniture Corporation, (Franchisor), or from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Members agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out Member's work for the Company consistent with the Company's agreement with such third party.

- 13. <u>CONFLICTING EMPLOYMENT</u>. Members agree that, during the term of employment with the Company, Members will devote full time and efforts to the Company and will not engage in any other employment, occupation or consulting activity, nor will Members engage in any other activities that conflict with obligations or offer for sale or profit similar products and services provided or that may be provided by the Company.
- 14. <u>RETURNING COMPANY DOCUMENTS</u>, <u>ETC</u>. Members agree that, at the time of leaving the employ of the Company, he/she will deliver to the Company (and will not keep in their possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed for the Company pursuant to their employment with the Company or otherwise belonging to the Company, its successors or assigns, including, but not limited to, those records maintained pursuant to Franchisor or Landlord of the demised property. In the event of the termination of employment, Members agree to sign and deliver a "Termination Certification".
- 15. <u>NOTIFICATION OF NEW EMPLOYER</u>. In the event that a Member leaves the employ of the Company, said Member hereby grants consent to notification by the Company to his/her new employer about their rights and obligations under this Agreement.
- 16. SOLICITATION OF EMPLOYEES. Members agree that for a period of eighteen (18) months immediately following the termination of relationship with the Company for any reason, whether with or without good cause or for any or no cause, with or without notice, Members will not hire any employees of the Company and will not, either directly or indirectly, solicit, induce, recruit or encourage any of the Company's employees to leave their employment, or take away such employees, or attempt to solicit, induce, recruit, encourage or take away employees of the Company, either for themselves or for any other person or entity.

- 17. <u>INTERFERENCE</u>. Members agree that during the course of their employment and for a period of eighteen (18) consecutive months immediately following the termination of their relationship with the Company for any reason, whether with or without good cause or for any or no cause, at the option either of the Company or themselves, with or without notice, Members will not, either directly or indirectly, interfere with the Company's contracts and relationships, or prospective contracts and relationships, including, but not limited to, the Company's customer or client contracts and relationships.
- 18. COVENANT NOT TO COMPETE. Members agree that during the course of their employment and for a period of eighteen (18) months immediately following the termination of his/her relationship with the Company for any reason, whether with or without good cause or for any or no cause, at the option either of the Company or themselves, with or without notice, Members will not, without the prior written consent of the Company's General Manager, (i) serve as a partner, employee, consultant, officer, director, manager, agent, associate, investor, or otherwise, (ii) directly or indirectly, own, purchase, organize or take preparatory steps for the organization of, or (iii) build, design, finance, acquire, lease, operate, manage, invest in, work or consult for or otherwise affiliate themselves with, any business in competition with or otherwise similar to the Company's business. The foregoing covenant shall cover Member's activities in every part of the world or Territory in which they may conduct business during the term of such covenant as set forth above. "Territory" shall mean (i) all counties in the State of Florida, (ii) all other states of the United States of America and (iii) all other countries of the world; provided that, with respect to clauses (ii) and (iii), the Company derives at least five percent (5%) of its gross revenues purchasing from or selling to such geographic area prior to the date of the termination of Member's relationship with the Company.
- SIGNIFICANT VALUE: Members acknowledge that they will derive significant value from the Company's agreement and association and that it will provide them with

Confidential Information of the Company only to enable Members to optimize the performance of their duties to the Company. Members further acknowledge that their fulfillment of their obligations contained in this Agreement, including, but not limited to, their obligation neither to disclose nor to use the Company's Confidential Information other than for the Company's exclusive benefit and Member's obligation not to compete above, is necessary to protect the Company's Confidential Information and, consequently, to preserve the brand, value and goodwill of the Company. Members further acknowledge the time, geographic and scope limitations of their obligations under this agreement are reasonable, especially in light of the Company's desire to protect its Confidential Information, and that Members will not be precluded from gainful employment if they are obligated not to compete with the Company during the period and within the Territory as described above.

- 20. <u>SEPARATE COVENANTS</u>: The covenants contained in this agreement shall be construed as a series of separate covenants, one for each city, county and state of any geographic area in the Territory. Except for geographic coverage, each such separate covenant shall be deemed identical in terms to the covenant contained in the sections above. If, in any judicial proceeding, a court refuses to enforce any of such separate covenants (or any part thereof), then such unenforceable covenant (or such part) shall be eliminated from this Agreement to the extent necessary to permit the remaining separate covenants (or portions thereof) to be enforced. In the event the provisions of any section or subsection above are deemed to exceed the time, geographic or scope limitations permitted by applicable law, then such provisions shall be reformed to the maximum time, geographic or scope limitations, as the case may be, then permitted by such law.
- 21. <u>REPRESENTATIONS</u>. Members agree to execute any proper oath or verify any proper document required to carry out the terms of this or any previously executed Agreement. Members represent that their performance of all the terms of this Agreement will not breach any previous agreement, to keep in confidence proprietary information acquired by them in confidence or in trust prior to their employment by the

Company. Members have not entered into, and agree they will not enter into, any oral or written agreement in conflict herewith.

- 22. ARBITRATION AND EQUITABLE RELIEF. Except as provided below, Members agree individually and severally, that any dispute, claim or controversy concerning conduct, employment or the termination of employment or any dispute, claim or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement or any other duly executed agreement in and for this Company, shall be settled by following the covenants of this particular agreement, particularly paragraph One (1) herein. If a neutral third party of competent jurisdiction is requested to intervene, arbitration, which would be held in Broward County, Florida in accordance with the rules then in effect of the American Arbitration Association shall be sought as a last resort. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. The Company and the Member shall each pay one-half of the costs and expenses of such arbitration, legal fees, court costs, witness fees, etc, and each party shall separately pay their own counsel fees and expenses.
- 23. <u>EQUITABLE REMEDIES</u>. Members agree that it would be impossible or inadequate to measure and calculate the Company's damages from any breach of the covenants set forth in this Agreement herein. Accordingly, Members agree that if they breach any of such Sections, the Company will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement. Members further agree that no bond or other security shall be required in obtaining such equitable relief and each Member hereby consents to the issuance of such injunction and to the ordering of specific performance. Furthermore, the General Manager may, at his/her sole discretion, levy a fine of One Hundred Dollars (\$100) per calendar day to any Member who has been cited with a Final Written Warning in writing for improver, unethical or conduct unbecoming. Said fine shall be imposed until the infraction is cured. Citations may be issued

by the General Manager in the following sequence: (i) Verbal Warning, (ii) Written Warning and (iii) Final Written Warning which may then be followed by imposition of the fine aforementioned. Fines shall be paid by the Member cited or may be deducted from their respective pay and deposited into the Company's bank account. In the absence of wages, their personal contributions, paid by the Member for shares in the Company, may be deducted and their percentage adjusted relative to the then New Total Capital and shares outstanding of the Company.

- 24. GOVERNING LAW; CONSENT TO PERSONAL JURISDICTION. THIS AND ALL OTHER PREVIOUSLY EXECUTED COVENANTS AND AGREEMENTS MADE BY THE COMPANY WILL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA COUNTY OF BROWARD WITHOUT REGARD FOR CONFLICTS OF LAWS PRINCIPLES. MEMBERS HEREBY EXPRESSLY CONSENT TO THE PERSONAL JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN BROWARD COUNTY FLORIDA FOR ANY LAWSUIT FILED THERE AGAINST THEM BY THE COMPANY CONCERNING THEIR EMPLOYMENT OR THE TERMINATION OF EMPLOYMENT OR ARISING FROM OR RELATING TO THIS AGREEMENT.
- 25. ENTIRE AGREEMENT. This Agreement of fourteen (14) pages sets forth the entire agreement and understanding between the Company and the Members relating only to the subject matter herein and supersedes all prior discussions not in writing. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the General Manager with consent by majority vote as stipulated and pursuant to paragraph One (1) herein. Any subsequent change or changes in duties, salary or compensation will not affect the validity or scope of this Agreement.
- 26. <u>SEVERABILITY</u>. If one or more of the provisions in this Agreement are deemed void by law or arbitration, including, but not limited to, the covenant not to compete in this agreement, then the remaining provisions will continue in full force and effect.

- 27. <u>SUCCESSORS AND ASSIGNS</u>. This Agreement will be binding upon all Members, Member's heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.
- 28. <u>CONSTRUCTION</u>. The language used in this Agreement will be deemed the language chosen by the Members to express their mutual intent, and no rules of strict construction will be applied against any Member.
- 29. <u>COUNTERPARTS</u>. This Agreement may be executed in any number of counterparts, each of which shall be enforceable, and all of which together shall constitute one agreement.
- 30. <u>FREE WILL AND VOLITION</u>. Each individual Member of the Company acknowledges and agrees to each of the following items:
- (a) He/ she is executing this Agreement voluntarily and without any duress or undue influence by the Company or anyone else; and
- (b) He/ she has carefully read this Agreement. He/ she has asked any questions needed for him/her to understand the terms, consequences and binding effect of this Agreement and fully understand them; and
- (c) He/ she sought the advice of an attorney of their choice if he/ she wanted to before signing this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month and year first set forth below; provided, however, that the Company executed this Agreement solely for the purpose of entering into the covenants contained in Paragraph One (1).

Date: April 27, 2007.

<u>RESOLVED</u>: It is expressly understood that in the event any member refuses to comply with any provision of this or any other agreement previously executed or pending execution, this agreement in whole or in part shall be invoked.

A true and correct copy of this <u>MEMBERS' RESOLUTION APPROVING AMENDMENT</u>

OF OPERATING AGREEMENT OF: AAA DESIGNS, LLC d/b/a Norwalk, The Furniture

Idea is hereby acknowledged as read, received, understood and binding by all members.

Israel Esquenazi, President and Member

Henry Gutierrez, Vice President and Member

Treasurer and Member

Fernando A. Garzon, Member

CERTIFICATE

The undersigned hereby certifies that he is the custodian of the books and records of AAA DESIGNS, LLC, a Company duly formed pursuant to the laws of the state of FLORIDA and that the foregoing is a true record of a Binding Resolution duly adopted at a meeting of the 27 day of APRIL, 2007, and that said meeting was held in accordance with state law and the Operating Agreement of the above-named Company, and that said Binding Resolution is now in full force and effect without modification or rescission.

For and in consideration for pledging all of Israel Esquenazi's personal properties, assets and personal guarantee including his homestead resulting in a higher total risk than any other Member and that all other Members in the Company having 20% or greater investment will only sign a personal guarantee of the loan and pledge their homestead, this MEMBERS' RESOLUTION APPROVING AMENDMENT OF OPERATING AGREEMENT AND BINDING RESOLUTION was willingly executed by all Members and is now in full force and effect without modification or rescission.

We, signatorics of the Agreement herein, being all of the directors of AAA Designs, LLC, d/b/a Norwalk The Furniture Idea, a corporation organized under the laws of the State of Florida, consent and agree that a meeting of the board of directors was held at 2313 NW 186 Ave, Pembroke Pines, Florida, on April 27, 2007, to call a special meeting of the stockholders of the AAA Designs, LLC, d/b/a Norwalk The Furniture Idea for the purpose of composing and executing this binding Agreement and for the transaction of any other business which may be legally done at the meeting of the Board of Directors. Prior notice was duly waived.

It is further RESOLVED, that the Members of this Company are, collectively and individually, authorized to do and perform any and all such acts, including execution of any and all documents and certificates, as such officers shall deem necessary or advisable, to carry out the purposes and intent of the foregoing resolutions.

It is further RESOLVED, that any actions taken by such Members prior to the date of the foregoing resolutions adopted hereby that are within the authority conferred thereby, are hereby ratified, confirmed and approved as the acts and deeds of this Company.

IN WITNESS WHEREOF, I have executed my name as Secretary of the above-named Company, this 27 day of APRIL 2007

Signatur

Print Name: ISRAEL ESQUENAZI

COPIES ISSUED: Copies issued and delivered to each Member of the Company and Jaime Maya, C.P.A

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