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(Requestor's Name)

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(City/State/Zip/Phone #)

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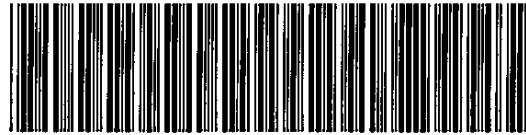
(Business Entity Name)

(Document Number)

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2007 SEP -5 PM 3:18
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

cf. 9-6

TRANSMITTAL LETTER

Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

SUBJECT: the Latin American Trust of 2007

Enclosed is an original and one (1) copy of the Declaration of Trust and a check for:

FEES:

Declaration of Trust	\$350.00
-----------------------------	-----------------

OPTIONAL:

Certified Copy	\$ 8.75
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FROM: Gustavo J. Garcia-Montes

Name (Printed or typed)

2333 Brickell Ave., Suite A-1

Address

Miami, FL 33129

City, State & Zip

(305) 666-2880

Daytime Telephone number

**AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE
TO FILE OR QUALIFY**

The Latin American Trust of 2007

A Florida Common Law **TRUST**

In accordance with Section 609.02 of the Florida Statutes, pertaining to
Common Law Declarations of Trust, the undersigned, the Chairman of the
Board of Trustees of the Latin American Trust of 2007, a

(Name of Trust)

Florida Common Law Trust hereby affirms in order to file or qualify

(State)

the Latin American Trust of 2007, in the State of Florida.

(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is 2333 Brickell Ave. Suite A-1, Miami FL 33129
3. The registered agent and street address in the State of Florida is:
Gustavo J. Garcia-Montes, Esq.
2333 Brickell Ave. Suite A-1, Miami FL 33129
4. Acceptance by the registered agent: Having been named as registered
agent to accept service of process for the above named Declaration of Trust
at the place designated in this affidavit, I hereby accept the appointment as
registered agent and agree to act in this capacity.

(Signature of Registered Agent)

5. I certify that the attached is a true and correct copy of the Declaration of
Trust under which the association proposes to conduct its business in
Florida.

Name: Gustavo J. Garcia-Montes
Chairman of the Board of Trustees

NOTARY PUBLIC-STATE OF FLORIDA
Lewis Yisrael Camacho
Commission # DD598473
Expires: SEP 24, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

CR2E063(3/00)

Filing Fee: **\$350.00**
Certified Copy: **\$ 8.75 (optional)**

FILED
2007 SEP -5 PM 3:18
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

Lewis Yisrael Camacho

FILED
2007 SEP -5 PM 3:18
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Martinus P.M. Thissen as Director of Stichting
Manstichami as Director of Stichting Tyra, being the Managing Partner of
CA Counseling C.V.
AS GRANTOR,

and

GUSTAVO J. GARCIA-MONTES, ESQ.,
as Trustee

DECLARATION OF TRUST

COMMON LAW BUSINESS TRUST

Dated as of August 20, 2007

Latin American Trust of 2007
Confidential Investment Plan

TRUST AGREEMENT (the "Agreement")

This Agreement is made this 20th day of August 2007, by and between Martinus P.M. Thissen as Director of Stichting Manstichami as Director of Stichting Tyra, being the Managing Partner of CA Counseling C.V. (the "Grantor"), and Gustavo J. García-Montes, Esq., of Miami, Fl., the Trustee.

Article I Designation of Trust

This Trust (the "Trust") shall be known as the Latin American Trust of 2007.

Article II Description of Property Transferred

The Grantor hereby assigns, transfers, conveys and sets over to the Trustee(s) the sum of \$ 4,000,000.00 Dollars U.S., less applicable bank wire fees. The Trustees hereby acknowledge receipt of such amount in trust from the Depositor, which amount shall constitute the initial trust estate. The Trustees hereby declare that they will hold the trust estate in trust for the Grantor. It is the intention of the parties hereto that the Trust created hereby constitute a business trust under Chapter 609 of Title XXXVI of the 2006 Florida Statutes, et seq. (the "Florida Business Coordination Act"), and that this document constitute the governing instrument of the Trust. The Trustees are hereby authorized and directed to execute and file a certificate of trust with the Florida Secretary of State in accordance with the provisions of the Act.

Any property that may be received or which has been received by the Trustee hereunder, as invested and reinvested (hereinafter referred to as the "Trust Estate") shall be administered by the Trustee as hereinafter set forth.

Legal title to the Trust Property shall be vested at all times in the Trust as a separate legal entity except where applicable law in any jurisdiction requires title to any part of the Trust Property to be vested in a trustee or trustees, in which case title shall be deemed to be vested in the Florida Trustee, a co-trustee and/or a separate trustee, as the case may be.

Article III

The Beneficiary may, at any time, by written instrument delivered to the Trustee, revoke, or with the consent of the Trustee, amend this Trust Agreement. In the case of revocation, the

Trustee shall convey title to the Property in accordance with the procedures set forth in Article VII of this Trust Agreement and, in the case of the Trust being amended, the Beneficiary shall furnish to the Trustee the written form of said amendment as executed by the Beneficiary. Upon the execution of said amendment by the Trustee, said amendment shall be considered to be an amendment to this Trust Agreement.

The initial beneficiary of this Trust shall be Stichting Tyra.

Article IV Dispositive Provisions

The Trust is constituted solely for the purpose of providing funds to a corporate entity by the name of LatAm Funding and Investment, LLC, as well as to a corporate entity known as Green Clover International, LLC. Except as set forth herein, the Trustee is not authorized or empowered to acquire any other investments or engage in any other activities.

The Trustee shall invest the funds as per a certain written investment plan ("The Investment Plan"), and shall distribute the profits and/or income from said investment to the Beneficiary, Stichting Tyra, through an accounting to be provided every six months after the date of the initial disbursement. The scheduled date of the disbursement and/or accounting may be amended as needed by the beneficiary, but only in writing.

In disposing of this Trust under this subparagraph (1), the Trustee shall be protected in relying upon the written investment plan.

Article V Definition of Trustee

Whenever the word "Trustee" or any modifying or substituted pronoun therefore is used in this Trust, such words and respective pronouns shall be held and taken to include both the singular and the plural, the masculine, feminine and neuter gender thereof, and shall apply equally to the Trustee named herein and to any successor Trustee.

Article VI Powers

Only as amended or modified by Article XIV, the Trustee is authorized in his/her absolute discretion with respect to any property, real or personal, at any time held under any provision of this Trust and without authorization by any court and in addition to any other rights, powers, authority and privileges granted by any other provision of this Trust or by statute or general rules of law insofar such action is necessary to achieve the goals and objectives of the aforesaid "Investment Plan".

(1) To retain in the form received any property or undivided interests in property donated to, or otherwise acquired as a part of the Trust Estate, including residential property and shares of the Trustee's own stock, regardless of any lack of diversification, risk or non-productivity, as long as it deems necessary or desirable and to exchange any such security or property for other securities or properties and to retain such items received in exchange, although said property represents a large percentage of the total property of the Trust Estate or even the entirety thereof.

(2) To invest and reinvest all or any part of the Trust Estate in any property and undivided interests in property, wherever located, including bonds, debentures, notes, secured or unsecured, stocks of corporations regardless of class and regardless of any lack of diversification, risk or non-productivity, as long as it deems necessary or desirable, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment Trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds of the Trustee, insurance contracts on the life of any Beneficiary or annuity contracts for any Beneficiary, without being limited by any statute or rule of law concerning investments by fiduciaries.

(3) To sell or dispose of or grant options to purchase any property, real or personal, constituting a part of the Trust Estate, for cash or upon credit, to exchange any property of the Trust Estate for other property, at such times and upon such terms and conditions as it may deem necessary or desirable and no person dealing with it shall be bound to see to the application of any monies paid.

(4) To hold any securities or other property in its own name as Trustee, in the name of a nominee (with or without disclosure of any fiduciary relationship) or in bearer form.

(5) To keep, at any time and from time to time, all or any portion of the Trust Estate in cash and uninvested for such period or periods of time as it may deem necessary or desirable, without liability for any loss in income by reason thereof.

(6) To sell or exercise stock subscription or conversion rights.

(7) To refrain from voting or to vote shares of stock owned by the Trust Estate at shareholders meetings in person or by special, limited, or general proxy and in general to exercise all the rights, powers and privileges of an owner in respect to any securities constituting a part of the Trust Estate.

(8) To participate in any plan of reorganization or consolidation or merger involving any company or companies whose stock or other securities shall be part of the Trust Estate, and to deposit such stock or other securities under any plan of reorganization or with any protective

committee and to delegate to such committee discretionary power with relation thereto, to pay a proportionate part of the expenses of such committee and any assessments levied under any such plan, to accept and retain new securities received by the Trustee pursuant to any such plan, to exercise all conversion, subscription, voting and other rights, of whatsoever nature pertaining to such property, and to pay any amount or amounts of money as it may deem necessary or desirable in connection therewith.

(9) To borrow money and to encumber, mortgage or pledge any asset of the Trust Estate for a term within or extending beyond the term of the Trust, in connection with the exercise of any power vested in the Trustee.

(10) To enter for any purpose into a lease or lessor or lessee with or without option to purchase or renew for a term within or extending beyond the term of the Trust.

(11) To subdivide, develop, or dedicate real property to public use or to make or obtain the vacation of plats and adjust boundaries, to adjust differences in valuation on exchange or partition by giving or receiving consideration, and to dedicate easement to public use without consideration.

(12) To make ordinary or extraordinary repairs or alterations in buildings or other structures, to demolish any improvements, to raze existing or erect new party walls or buildings.

(13) To collect, receive, any receipt for rents, issues, profits, and income of the Trust Estate

(14) To insure the assets of the Trust Estate against damage or loss and the Trustee against liability with respect to third persons.

(15) To compromise, adjust, arbitrate, sue on or defend, abandon, or otherwise deal with and settle claims in favor of or against the Trust Estate as the Trustee shall deem best.

(16) To employ and compensate agents, accountants, investment, advisors, brokers, attorneys-in-fact, attorneys-at-law, tax specialists, realtors, and other assistants and advisors deemed by the Trustee necessary or desirable for the proper administration of the Trust Estate, and to do so without liability for any neglect, omission, misconduct, or default of any such agent or professional representative provided he was selected and retained with reasonable care.

(17) To determine, irrespective of statute or rule of law, what shall be fairly and equitably charged or credited to income and what to principal notwithstanding any determination by the courts or by any custom or statute, and whether or not to establish depreciation reserves.

(18) To hold and retain the principal of the Trust Estate undivided until actual division shall become necessary or desirable in order to make distributions; to hold, manage, invest and account for the several shares or parts thereof by appropriate entries on the Trustee's books of account; and to allocate to each share or part of share its proportionate part of all receipts and expenses; provided, however, the carrying of several trusts as one shall not defer the vesting in title or in possession of any share or part of share thereof.

(19) To make payment in cash or in kind, or partly in cash and partly in kind upon any division or distribution of the Trust Estate (including the satisfaction of any pecuniary distribution) without regard to the income tax basis of any specific property allocated to any Beneficiary and to value and appraise any asset and to distribute such asset in kind at its appraised value.

(20) To purchase property, real or personal, from the Grantor's general estate upon such terms and conditions as to price and terms of payment as the Grantor's executor or administrator and the Trustee shall agree, to hold the property so purchased in the Trust although it may not qualify as an authorized Trust investment except for this provision, and to dispose of such property as and when the Trustee shall deem necessary or desirable. The fact that the Grantor's personal representative and the Trustee are, or may be, the same shall in no way affect the validity of this provision.

(21) To receive property bequeathed, devised or donated to the Trustee by the Grantor or any other person; to receive the proceeds of any insurance policy which names the Trustee as Beneficiary; to execute all necessary or desirable receipts and releases to executors, donors, insurance companies and other parties adding property to the Trust Estate.

(22) In general, to exercise all powers in the management of the Trust Estate which any individual could exercise in his own right, upon such terms and conditions as it may deem best, and to do all acts which it may deem necessary or desirable to carry out the purposes of this Trust.

Article VII

Resignation, Removal and Successor Trustees

(1) Any Trustee may resign at any time by giving thirty (30) days written notice to the Grantor if living, otherwise to the Beneficiaries. If the Trustee fails or ceases to serve, the Grantor shall appoint a successor Trustee. If the Grantor is not living or does not appoint a successor Trustee within thirty (30) days of such failure or cessation of service, Alejandro Rafael Roig, is

hereby appointed successor Trustee, provided, however, that if Alejandro Rafael Roig is not then qualified to do business in the State of Florida or fails or ceases to serve for any other reason, then Grantor, by and through its representatives or directors, shall then be free to appoint a successor Trustee or dissolve the Trust.

(2) Notwithstanding any other provision of this Article, neither the Grantor, the Grantor's spouse, nor any person related or subordinate to the Grantor (as defined in section 672(c) of the Internal Revenue Code) may serve as successor Trustee during the Grantor's life.

(3) After the Grantor's death, a majority in interest of the Beneficiaries then entitled to receive the income of the Trust, may remove the Trustee by delivering to the Trustee a written notice appointing a successor Trustee.

(4) Every successor Trustee shall have all the powers given the originally named Trustee. Upon receipt of notice of appointment of a successor Trustee, the Trustee shall transfer to such successor Trustee (which accepts the appointment as Trustee) the Trust property and make a full and complete accounting to the Grantor if living, otherwise to all Beneficiaries entitled to the income from the Trust, whereupon the Trustee shall be discharged and have no further responsibility under this Trust Agreement.

(5) No Trustee wherever acting shall be required to give bond or surety or be appointed by or account for the administration of any Trust to any court. No statute with respect to under-productive property shall apply to any Trust under this Agreement. The corporate successor to the trust business of a Trustee hereunder shall succeed to the capacity of its predecessor without conveyance or transfer.

Article VIII Governing Law

This Trust Agreement and the Trusts created hereby shall be construed, regulated and governed by and in accordance with the laws of the State of Florida, U.S.A.

Article IX Beneficiary Cannot Bind Trustee Or Other Beneficiary

No Beneficiary shall have the authority to contract for or in the name of the Trustee or any other Beneficiary or to bind the Trustee or any other Beneficiary personally.

Article X
Forbidding Use Of Name Of Trustee For Publicity

The name of the Trustee shall not be used by the Beneficiary in connection with any advertising or other publicity whatsoever without the written consent of the Trustee.

Article XI
Forbidding Use Or Disclosure Of The Name Of The Beneficiary For Publicity

The name or names of the Beneficiaries shall not be disclosed by the Trustee. Trustee shall not use the name of the Beneficiary in connection with any advertising or as a business reference whatsoever without the signed written consent of said Beneficiary. In the case of joint or multiple Beneficiaries, consent shall be obtained from all Beneficiaries.

Article XII
Forbidding Use Or Disclosure Of The Name Or Existence Or Status As Trustee Of The Trust For Publicity

Trustee shall not disclose the existence or the name of the trust for in connection with any advertising or as a business reference whatsoever without the signed written consent of said Beneficiary. In the case of joint or multiple Beneficiaries, consent shall be obtained from all Beneficiaries. Consent must be specific as to the existence of the trust and the status of trustee.

Article XIII
Trustee Responsibility To Make Advances Or Incur Or Pay Expenses

The Trustee shall have the right, but not the duty, to make any advances or incur or pay any expenses on account of this Trust Agreement or the Property. If the Trustee shall make any such advances or incur or pay any such expenses on account of this Trust Agreement of the Property, or shall incur any expenses by reason of being a party to any litigation in connection with this Trust Agreement or the Property, or if the Trustee shall be compelled to pay money on account of this Trust Agreement or the Property, whether for breach of contract, injury to person or property, taxes of any kind, fines or penalties under any law, or otherwise, in any manner under this Trust Agreement, the Beneficiary, on demand by the Trustee, shall pay to the Trustee, with interest at the highest rate permitted by law, the amount of all such expenses, advances or payments made by the Trustee, plus all its expenses, including attorneys' fees, incurred by the Trustee in said matters, including attorneys' fees for appeals. The Trustee shall have the right, but not the duty, to employ and consult with attorneys regarding this Trust Agreement and the Property, and any and all costs and expenses incurred by the Trustee by virtue of said employment and consultation shall be deemed to be an advance or expense made or incurred by

the Trustee under this paragraph to be paid by the Beneficiary on demand. Any other monies expended by the Trustee under any other provision of this Trust Agreement shall also be deemed to be an advance made by the Trustee under this Article. The Beneficiary further agrees to indemnify and hold the Trustee harmless of and from any and all expenses, including but not limited to, all costs and attorneys' fees, advances, payments or liabilities incurred by it for any reason whatsoever as a result of this Trust Agreement or the Trustee holding legal title to the Property under this Trust Agreement. The Trustee shall not be obliged to convey, transfer or otherwise deal with the Property or any part of it or to follow any instructions of the Beneficiary unless and until all of the payments, advances and expenses made or incurred or paid by the Trustee on account of this Trust Agreement or the Property shall have been paid, with interest at the rate set forth herein. Further, after making written demand on the Beneficiary to pay to the Trustee all payments, advances and expenses made or incurred by the Trustee on account of this Trust Agreement or the Property, the Trustee shall be entitled to and shall have a lien on the Property to secure all such payments, advances and expenses, together with interest thereon at the rate set forth herein and all costs and expenses, including attorney's fees, which the Trustee may incur or become liable for in collecting said amounts from the Beneficiary.

Article XIV

Trustee Responsibility With Respect To Legal Proceedings

The Trustee shall be under no duty to take any action, to pay any money or to incur any expenses in regard to any legal proceeding involving this Trust Agreement or the Property unless it shall elect, in its absolute discretion, to do so and be furnished with sufficient funds or be indemnified to its satisfaction by the Beneficiary. If the Trustee is served with process or notice of legal proceedings or of any other matters concerning this Trust Agreement or the Property, the sole duty of the Trustee shall be to forward the process or notice to the Beneficiary as provided in Article XX hereof; in such case, the Beneficiary may defend said action in the name of the Trustee with counsel reasonably acceptable to the Trustee provided, however, the Trustee may at any time resign as such under this Trust Agreement or personally appear in said proceeding.

Article XV

Trustee Acts Only On Written Authorization

It is agreed by the parties hereto that the Trustee will deal with the Property including cash or other assets of any kind which may become subject to this Trust Agreement only when authorized and directed to do so in writing by the Beneficiary. ("The Directive"). Upon the receipt of the directive of the Beneficiary, the Trustee shall execute deeds for, or mortgages or trust deeds (which may include a waiver of the right of redemption from sale under an order or decree of foreclosure) or execute leases all in regard to the Property or otherwise deal with the title to the Property including cash or other assets subject to this Trust Agreement as per the directive, provided, however, that in regard to all documents to be executed by the Trustee, said

documents shall be prepared by the Beneficiary and furnished to the Trustee with written direction by the Beneficiary to execute and redeliver to the Beneficiary or to any third person or persons. The Trustee shall not under any circumstances be obligated to execute any instrument which may, in the opinion of the Trustee, result in personal liability to the Trustee and rather than executing any instruments under this paragraph, the Trustee may resign as Trustee under this Trust Agreement as provided in Article VII and, in the event the Trustee so resigns, the Trustee shall be under no duty to execute any instruments other than instruments provided in Article VII regarding conveyance of title to the Property. The Trustee shall not be required to inquire into the propriety of any written direction by the Beneficiary or the authority of the person signing said direction. To the extent the Trustee follows any written direction received from the Beneficiary including, but not limited to, the execution by the Trustee in accordance with written direction of the Beneficiary of any deed or other instrument relating to the Property and delivery of said deed or other instrument in accordance with said written instructions, the Trustee shall have no duty, liability or obligation whatsoever and the Beneficiary shall indemnify and hold the Trustee harmless from and against all claims, demands, costs and expenses, including attorneys' fees, losses, liabilities and obligations which the Trustee may pay, incur or sustain by virtue of the Trustee following said written instructions. This agreement specifically allows the Trustees to designate a party that shall verify and authenticate the Directive. At all times, the Directive shall be signed and notarized by all Beneficiaries.

Article XVI

Trustee Not Individually Liable

The Trustee shall have no individual liability or obligation whatsoever arising from its ownership of or holding legal title to the Property, or with respect to any act done or contract entered into or indebtedness incurred by it in dealing with the Property or in otherwise acting under this Trust Agreement upon the direction of the Beneficiary except only so far as the Property and any trust funds in the actual possession of the Trustee shall be applicable to the payment and discharge of such liability or obligation. By way of illustration and not by way of limitation, the Trustee shall be under no duty whatsoever to execute or enter into any instrument or agreement which does not contain language acceptable to the Trustee providing that the Trustee shall have no personal liability whatsoever and that the liability of the Trustee shall be limited solely to any property that the Trustee holds under this Trust Agreement.

Article XVII

Disclosure Of Interests

The Trustee shall not, without the prior written consent of the Beneficiary, disclose to any person this Trust Agreement or the Beneficiary for whom the Trustee holds title to the Property hereunder, unless compelled to do so by legal process. The Trustee shall not however be responsible under this Article for any inadvertent disclosures made by it.

Article XVIII
Trustee Not Required To Give Warranty

The Trustee shall not be required to execute any instrument containing covenants of warranty.

Article XIX
Multiple Beneficiaries

In the event that the term "Beneficiary" as used in this Trust Agreement includes more than one beneficiary, then, in that event, all persons included in the term "Beneficiary" shall be jointly and severally liable for obligations of the Beneficiary under this Trust Agreement.

Article XX
No Third-Party Beneficiaries

This Trust Agreement is solely for the benefit of the parties hereto and no person or persons not a part to this Trust Agreement shall have any rights or privileges under this Trust Agreement either as a third-party beneficiary or otherwise.

Article XXI
Notices

Any notice required to be given by the terms of this Agreement or by any applicable law by either party shall be in writing and shall be either hand delivered or sent by certified or registered mail, return receipt requested. Each written notice shall be addressed as follows:

If to Trustee: Gustavo J. García-Montes, Esq.
 2333 Brickell Ave., Suite A-1
 Miami, Florida 33129-2497.

If to Beneficiary: CA Counseling C.V.
 C/O Tomas Alonso
 Brickell Bay Office Tower
 1001 Brickell Bay Drive, Suite 2310
 Miami, Florida 33131.

Article XXII Transferable Certificate

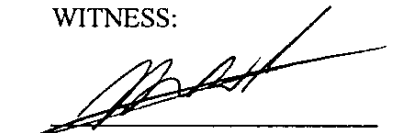
Issuance of Certificates. The Trust shall execute and deliver one fully Transferable Share Certificate. The Share Certificates shall represent an undivided beneficial interest in the assets of the Trust. The Shares in and for the trust are declared for purposes of taxation, to be personal property, and not interest in land, notwithstanding the nature of the property of which the trust shall consist unless otherwise provided in the trust instrument.

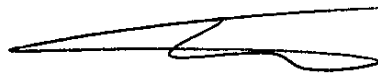
Either party may, by subsequent written notice, designate a different address for receiving notice,

IN WITNESS WHEREOF, the Grantor and Trustee their hands and affixed their seals,
and

the Trustee, in acceptance of this Trust, have caused these presents to be executed and sealed.

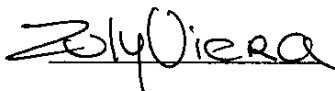
WITNESS:


Maarten P.W. van den Noort

 (SEAL)
Martinus P.M. Thissen, Grantor

The foregoing Trust Agreement was signed this 20th day of August 2007, in our presence by the Grantor as the Grantor's own act to create a Trust, and we, at the Grantor's request, and in the Grantor's presence, and in the presence of each other, have hereunto subscribed our names as witnesses on the above date.


Tineke Wouda Of:


Zoly Viera Of:

STATE OF FLORIDA

)
)

MIAMI-DADE COUNTY

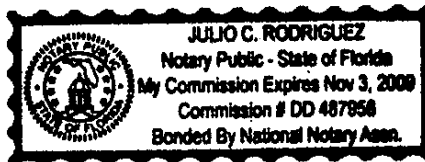
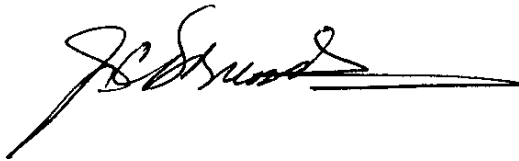
)ss.

I, a Notary Public, within and for the State and County aforesaid, do hereby certify that the foregoing instrument of writing was this day produced to me in said State and County and was executed and acknowledged by Martinus P.M. Thissen, Director, Grantor, and was executed and acknowledged by him to be his free and voluntary deed, in his respective capacity aforesaid. Furthermore, Martinus P.M. Thissen, Director, does hereby swear that he has the corporate authority to perform said act.

WITNESS my signature this 20th day of August 2007.

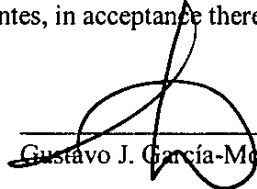
Notary Public
State of FLORIDA

Commission Number:
Commission Expires:



Acceptance By Trustee

Signed by the Trustee, Gustavo J. Garcia-Montes, in acceptance thereof:

 (SEAL)
Gustavo J. Garcia-Montes, Esq., Trustee

STATE OF FLORIDA

)

)

COUNTY OF MIAMI-DADE

)ss.

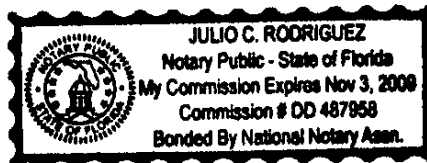
I, a Notary Public, within and for the State and County aforesaid, do hereby certify that the foregoing instrument of writing was this day produced to me in said State and County and was executed and acknowledged by Gustavo J. Garcia-Montes, Esq., as the Trustee, to be the Trustee's free and voluntary act and deed.

WITNESS my signature this 20th day of August 2007.

Notary Public
State of Florida

Commission Number:
Commission Expires:





9

Martinus P.M. Thissen as Director of Stichting
Manstichami as Director of Stichting Tyra, being the Managing Partner of

CA Counseling C.V.

AS GRANTOR,

and

GUSTAVO J. GARCIA-MONTES, ESQ.,

as Trustee

CONFIDENTIAL INVESTMENT PLAN FOR THE
COMMON LAW BUSINESS TRUST
KNOWN AS
THE LATIN AMERICAN TRUST OF 2007

This Investment Plan made this 20th of August 2007, by and between Martinus P.M. Thissen, as Director of Stichting Manstichami as Director of Stichting Tyra, being the Managing Partner of CA Counseling C.V., hereinafter Grantor, and Gustavo J. Garcia-Montes, Esq., hereinafter Trustee:

WITNESSETH:

WHEREAS, the Grantor and Trustee have entered into a Florida Common Law Business Trust known as *The Latin American Trust Of 2007*, and;

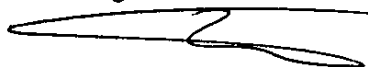
WHEREAS, said Trust Agreement calls for and refers to an Investment Plan;

NOW, THEREFORE, the foregoing shall be known as The Investment Plan as referred to by the Florida Common Law Business Trust known as *The Latin American Trust Of 2007*;

Latin American Trust of 2007
Confidential Investment Plan

Parties agree that Trustee shall use the Trust Estate for the creation and providing funds to a corporate entity by the name of LatAm Funding and Investment, LLC.

Signed



(SEAL)

Martinus P.M. Thissen, Grantor

STATE OF FLORIDA

)

) ss.

MIAMI-DADE COUNTY)

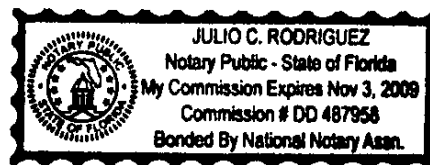
I, a Notary Public, within and for the State and County aforesaid, do hereby certify that the foregoing instrument of writing was this day produced to me in said State and County and was executed and acknowledged by Martinus P.M. Thissen, Director, Grantor, and was executed and acknowledged by him to be his free and voluntary deed, in his respective capacity aforesaid. Furthermore, Martinus P.M. Thissen, Director, does hereby swear that he has the corporate authority to perform said act.

WITNESS my signature this 20th day of August 2007.

Notary Public
State of FLORIDA

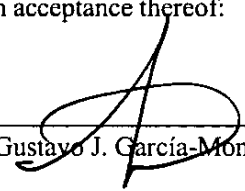


Commission Number:
Commission Expires:



Acceptance by Trustee

Signed by the Trustee Gustavo J. García-Montes, in acceptance thereof:

 (SEAL)
Gustavo J. García-Montes, Esq., Trustee

STATE OF FLORIDA)

) ss.

MIAMI-DADE COUNTY)

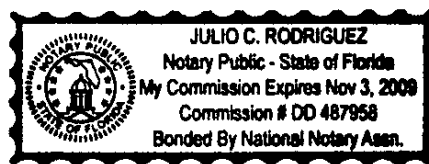
I, a Notary Public, within and for the State and County aforesaid, do hereby certify that the foregoing instrument of writing was this day produced to me in said State and County and was executed and acknowledged by Gustavo J. García-Montes, Esq., as the Trustee, to be the Trustee's free and voluntary act and deed.

WITNESS my signature this 20th day of August 2007.

Notary Public
State of Florida



Commission Number:
Commission Expires:



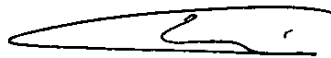
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OFAC/PATRIOT ACT DECLARATION

Martinus P.M. Thissen as Director of Stichting Manstichami as Director of Stichting Tyra, being the Managing Partner of CA Counseling C.V. hereby warrants and covenants that:

1. It is not a prohibited person. "Prohibited person" means
 - a. Any individual or entity whose name appears on the various lists issued and/or maintained by the U.S. Treasury Department Office of Foreign Assets Control, hereinafter "OFAC", including but not limited to the specially designated terrorist list, specially designated nationals and blocked person list, specially designated narcotics traffickers list, or any individual or entity who is a citizen or resident of, or located in a country subject to OFAC sanctions.
 - b. I am not acting as the agent for any person referred to or included in paragraph a.

Signed



(SEAL)

Martinus P.M. Thissen, Grantor