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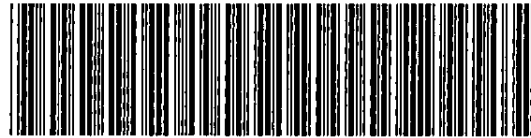
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TALLAHASSEE, FLORIDA

J. Shivers SEP 17 2012

COVER LETTER

TO: New Filing Section
Division of Corporations

SUBJECT: IT-ZUPPORT N.V.

Name of corporation - must include suffix

Dear Sir or Madam:

The enclosed "Application by Foreign Corporation for Authorization to Transact Business in Florida," "Certificate of Existence," or "Certificate of Good Standing" and check are submitted to register the above referenced foreign corporation to transact business in Florida.

Please return all correspondence concerning this matter to the following:

Kevin L. Deeb, Esquire

Name of Person

Florida Consumer Law Group, P.A.

Firm/Company

250 Catalonia Avenue, Suite 601

Address

Coral Gables, Florida 33134

City/State and Zip code

giovan@it-zupport.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Kevin L. Deeb

Name of Person

at (305) 670-1188 x-101

Area Code & Daytime Telephone Number

STREET/COURIER ADDRESS:

New Filing Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

New Filing Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Enclosed is a check for the following amount:



\$70.00 Filing Fee



\$78.75 Filing Fee &
Certificate of Status



\$78.75 Filing Fee &
Certified Copy



\$87.50 Filing Fee,
Certificate of Status &
Certified Copy

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**APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT
BUSINESS IN FLORIDA**

*IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO
REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF FLORIDA.*

1. IT-ZUPPORT N.V. INCORPORATED

(Enter name of corporation; must include "INCORPORATED," "COMPANY," "CORPORATION,"
"Inc.," "Co.," "Corp.," "Inc.," "Co.," or "Corp.")

(If name unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

2. Aruba

(State or country under the law of which it is incorporated)

3.

(FEI number, if applicable)

4. November 1, 2005

(Date of incorporation)

5. perpetual

(Duration: Year corp. will cease to exist or "perpetual")

6. n/a

(Date first transacted business in Florida, if prior to registration)
(SEE SECTIONS 607.1501 & 607.1502, F.S., to determine penalty liability)

7. 10800 NW 103 Street, Suite 5, Miami, Florida 33178

(Principal office address)

10800 NW 103 Street, Suite 5, Miami, Florida 33178

(Current mailing address)

8. Any and all legal business

(Purpose(s) of corporation authorized in home state or country to be carried out in state of Florida)

9. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

Name: Florida Consumer Law Group, P.A.

Office Address: 250 Catalonia Avenue, Suite 601

Coral Gables

(City)

, Florida 33134

(Zip code)


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10. Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.


(Registered agent's signature)

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

12. Names and business addresses of officers and/or directors:

A. DIRECTORS

Chairman: Martien Van Wijngen

Address: 10800 NW 103 Street, Suite 5, Miami, Florida 33178

Vice Chairman: Fernando Giovan Geerman

Address: 10800 NW 103 Street, Suite 5, Miami, Florida 33178

Director: _____

Address: _____

Director: _____

Address: _____

B. OFFICERS

President: Martien Van Wijngen

Address: 10800 NW 103 Street, Suite 5, Miami, Florida 33178

Vice President: Fernando Giovan Geerman

Address: 10800 NW 103 Street, Suite 5, Miami, Florida 33178

Secretary: _____

Address: _____

Treasurer: _____

Address: _____

NOTE: If necessary, you may attach an addendum to the application listing additional officers and/or directors.

13. _____

Signature of Director or Officer

The officer or director signing this document (and who is listed in number 12 above) affirms that the facts stated herein are true and that he or she is aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

14. _____

Martien Van Wijngen, President
(Typed or printed name and capacity of person signing application)

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CHAMBER OF COMMERCE AND INDUSTRY ARUBA
CAMARA DE COMERCIO E INDUSTRIA ARUBA

KAMER VAN KOOPHANDEL
EN NIJVERHEID ARUBA

CERTIFICATE OF "GOOD STANDING"

Oranjestad, 15-05-2012

The Secretary of the Chamber of Commerce and Industry of Aruba, hereby declares that the company

IT-ZUPPORT N.V.

Trade Name:

IT-ZUPPORT

located at CAYA G.F. (BETICO) CROES 222, ORANJESTAD registered under serial number 34111
is in good standing with our Chamber and that it has complied up to today with its financial obligation to us -
as stipulated in article 15 section 1 of the Trade Registry Ordinance.

ARUBA CHAMBER OF COMMERCE AND INDUSTRY

Secretary/Treasurer

KAMER VAN KOOPHANDEL
EN NIJVERHEID ARUBA

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TALLAHASSEE FLORIDA

Today, November one,
 two thousand and five, appeared before me, Hillegonda Margretha Rodriguez-Taekema LL.M.,
 notary in Aruba, in the presence of the hereafter mentioned witnesses:

a. Mr. **Fernando Giovan Geerman**, teacher, born in Aruba on March twenty-eight,
 nineteen hundred and seventy-seven; and

b. Mrs. **Natalie Jasmine Geerman**, teacher, born in Aruba on December 30, nineteen
 hundred and seventy-five.....

married in legal community of property, in for him and for her first matrimony, joined in
 matrimony, both residing in Aruba, Savaneta 25-B.

The appearers declared hereby to establish a limited liability company, which company will be
 governed by the following statutes:

NAME AND LOCATION

Article 1.

The company carries the name: "**IT-ZUPPORT N.V.**"

It is established in Aruba and it can establish branches elsewhere.

OBJECTIVE.....

Article 2.

2.1 The company has as objective:

a. to give advice in the field of data communication, computer networks, electronics and ...
 automation in the broadest sense of the word;

b. the wholesale and retail business in computer systems, and also in necessities and parts
 for these;

c. giving service, support and advice on the purchase, installation, repair and maintenance
 of computers and processing systems and equipment;

d. the development, issuing and sale of computer programs and the rights deriving
 therefrom;

e. providing education on the field of computer science and guiding computer users;

f. providing services related to the use of computers by third parties;

g. providing trainings on the field of and making and maintaining websites and web
 designs; and

h. obtaining, possessing, selling, managing and developing, renting, leasing out,
 mortgaging or in general encumbrancing of registered property and/or any right or interest in ...

registered property both for themselves and for third parties;
 all of the above mentioned in the broadest sense of the word in compliance of the concerning ..

permits.

2.2 Under the objective of the company is also understood the establishment and acquiring of,
 participating in, cooperating with and conducting management on other enterprises, and also

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 JAILA HENRIQUEZ FLORES

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(having) financing, also through setting securities, of other enterprises, especially (but not ... restricted to this) of that/those with which the company is associated in a group.

2.3 Within its objective the company can perform all that is related with this objective in the broadest sense, both for its own account and for third parties.

DURATION

Article 3.

The company is founded for an indefinite period.

CAPITAL AND SHARES

Article 4.

4.1. The share capital of the company amounts to FIFTY THOUSAND ARUBAN FLORINS
(Afl. 50.000,00) divided into FIVE HUNDRED (500) shares, each with a nominal value of ONE
HUNDRED ARUBAN FLORINS (Afl. 100,00).

4.2. The issue of unissued shares is done by the management, which needs therefore the
approval and authorization of the general shareholders' meeting. The general shareholders'
meeting determines the rate, which may not be below par, and the further conditions of the
issue. Unless the general shareholders' meeting decides differently, the new shares are
preferably made available to the existing shareholders, proportionally so to everyone's
possession of shares.

4.3. The company may, with authorization or approval of the general shareholders' meeting
obtain paid shares in its capital for its own account under valuable consideration, except that at
least one fifth (1/5) of the share capital stays placed with others than the company.

4.4 No voting or claim rights can be exercised for the shares in possession of the company in
capital; neither will be any payments of profit or liquidation balance be paid from such shares,
nor do they count for the determining of the quorum in any meeting.

4.5. The management is authorized to enter into agreements as meant in Article 60 of the
Code of Commerce of Aruba without a mandate from the general shareholders' meeting

Article 5.

5.1. The shares are registered. They are numbered continuous and registered with the names,
first names, profession and the addresses of the owners in a register installed therefore, also
the amounts which they have paid are registered there and every transfer of shares.

5.2. Shares certificates can be issued from the shares, which are signed by the management
and to which are added a set of dividend coupons, all this carrying the number of the share
certificate to which it belongs.

5.3. The delivery of shares occurs either by the service of a deed of transfer to the company, or
through the written acknowledgement of the transfer by the company, the latter can only occur
through a written acknowledgement on the share certificate, if it is the case of shares
certificates, issued and signed by the management.

Article 6.

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6.1. Transfer of shares can only occur observing the following conditions.

6.2. If a shareholder wishes to sell one or more of his shares, he is obliged to offer these first to his fellow-shareholders and he has to inform the management of this by registered letter, with accurate notification of the numbers of the shares and of the rate against which he wishes to sell these, also of the person or persons to whom he wishes to transfer the shares.

6.3. Within fourteen days after receipt of the registered letter, the management notifies the other shareholders of the contents.

6.4. Then every shareholder can notify the management within a month after that notification .. that he wishes to buy one or more of the offered shares against the requested rate or that he ... wishes that the value of the shares is evaluated by experts.

6.5. In the first case, if not any shareholder has requested evaluation, the bidder is obliged, unless he then withdraws his offer related to all the offered shares, to transfer the shares against cash payment of the requested rate to the one(s), who wishes(ed) to buy these, provided that all the offered shares are taken over.

6.6. If one or more shareholders wish(es) an evaluation as before mentioned then they will Appoint three experts in consultation with the bidder, and so an expert by each of the parties and a third one by both of these together.

6.7. Within a month after the announcement to the shareholders of the thus evaluated value, ... each of them can inform the management that they wish to buy one or more of the offered shares against the evaluated value or the original requested rate, in which case the bidder is obliged to deliver the shares to the shareholders in question against the value or rate which they have chosen against cash payment, unless all the offered shares are taken over, however, taking into account of what is determined hereafter in article 6.8.

6.8. If the evaluated value is lower than the original requested rate, the bidder has the right to .. withdraw his offer and to keep his shares.

6.9. If more shareholders declare to be willing to buy as required, after evaluation or not, then the management will award the shares as much as possible proportional to everyone's shares possession, while if and as far as such an award is not possible, the award will occur by drawing of lots.

6.10. If the shareholders have not made use of their right to buy within the set term, whether without, or after evaluation, to such an extent that all the offered shares are taken over, during a period of six months then the bidder is free to transfer his shares against the rate he requested or the evaluated rate (but not against a lower rate) to the persons he has stated, unless the company itself decides to buy the offered shares, either without, or after evaluation.

6.11. If through another manner than through transfer under the living a share has gone to belong to one or more owners (for instance at the death of a shareholder or at the division of ... any community of property, then the new obtainer, as far as he is not a shareholder himself and as far he/she is not a widow (widower) of a shareholder or a legal relative in the straight

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descending line of a shareholder, is obliged within six months after the transfer, to notify the
management in written of this and to offer the shares for sale, as meant in this article and what
is determined in this article will be as much as possible applicable, provided that if the
shareholders do not make use of their right to buy, to such an extent that all the offered shares
are taken over, the bidder is then authorized to keep the shares, unless the company decides to
buy the shares, either without, or after evaluation and that at an evaluation lower than the
offered rate he is not authorized to withdraw from the transfer. An obligation to offer as meant
in this paragraph also exists at bankruptcy or the application for a moratorium of a shareholder,
if his shares are seized, or if in another manner he loses the administration of his capital.
6.12. If a shareholder after summons fails completely or partially to cooperate to the activities ..
meant in this article, then the company is irrevocably authorized to do everything that is
necessary for a such a sale and transfer in the name of the shareholder and a new share
certificate can be issued, bearing the same number as the share certificate of the shareholder ...
who has failed.
6.13. The concerning share certificate of the last meant shareholder becomes through this
valueless versus the company.

MANAGEMENT

Article 7.
7.1. The company is governed by a management, consisting of one or more directors, also a
company can be appointed as such.
7.2. The directors are appointed by the general shareholders' meeting for an indefinite time
and they can at all times be suspended and dismissed by this meeting.
Article 8.
Every director represents the company by law, also in the case of conflicting interest between
the company and one or more directors, either private, or ex officio.
Article 9.
The management is authorized to install deputy managers. They regulate their rights and
manner they will represent the company and sign for them and in general the conditions
their appointment.

Article 10.
10.1. At absence or impediment of one or more directors the management of the company
remains completely with the remaining director(s).
10.2 At absence or impediment of all the directors a person, to be appointed by the general
shareholders' meeting, will be charged with the management of the company.

MEETINGS

Article 11.
Every year at the very latest in the month of August a general shareholders' meeting will be
held.

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In this meeting:

a. the management reports about the state of affairs of the company and the conducted management during the past year.

b. the balance and the profit and loss account are set, together with an explanation, which namely states to which criterion the movable and immovable properties of the company are valued; and

c. the proposals will be treated which are on the agenda, taken up in the call up for the meeting.

Article 12.

12.1. All the decisions of the regular and extraordinary meeting of shareholders are taken with absolute majority of votes, if not otherwise determined in these statutes.

12.2. Every share gives the right to cast one vote.

12.3. Valid votes can also be casted for the shares of those, to whom, from a different capacity than shareholders of the company, by the decision to be taken some rights versus the company will be granted, or of those, who through that will be discharged of any obligations towards the company

Article 13.

13.1. The management is competent to consult the shareholders in another manner than by holding a general meeting and this by means of letters, telegrams, telefaxes or emails directed to the shareholders.

13.2. Every decision taken in this manner is recorded in written and is only valid if all the shareholders have expressed themselves by telegraph, by telefax or by email and none of them have opposed against this manner of consulting.

Article 14.

14.1. All the meetings of the shareholders are held in Aruba.

14.2. The notification is done by the management observing a term of at least fourteen days, not counting the day of sending the notification and that of the meeting.

14.3. The shareholders are notified for the general meeting by registered letter to the address mentioned in the shareholders' register. Together with the notification the subjects to be treated are also mentioned.

14.4. Proposals done by the shareholders, for the regular as well as for the extraordinary general meeting of shareholders, can only be taken up to be treated, if they are entered so timely in written at the management, that they, considering the term set for the notification, can be notified in a similar manner.

14.5. All meetings will be chaired by a person who each time will be appointed therefore by the meeting.

14.6. Shareholders can have themselves represented at meetings by a proxy appointed in written, by telegraph, by telex or telefax.

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Directors and in general persons in service of the company cannot function as such as proxies. ...

CAPITAL, LOSS AND PROFIT

Article 15.

15.1. The financial year runs from January 1 to December 31 of each year.

15.2. On the last day of each financial year the books of the company are closed, and from this the management prepares a balance sheet and a profit and loss account.

15.3 The balance sheet, the profit and loss account and the explanation are signed by all the ... directors.

15.4. If the signature of one of the directors is missing, then the reason for this will be mentioned on the documents.

15.5. The balance sheet and the profit and loss account with explanation will be available for .. inspection for the shareholders or their proxies from the day of the notification for the general meeting to set these documents till after this meeting at the office of the company.

15.6. The setting of the balance sheet and the profit and loss account discharges the directors for their actions done during the past year according to the books, notwithstanding the provisions in article 116 of the Code of Commerce of Aruba.

Article 16. To the yearly profit, under which is understood the net profit according to the profit and loss account, such a destination is given yearly as will be determined by the general meeting.

16.2. In the case the profit and loss account indicates a loss in any year, which cannot be covered by the reserves or paid off in another manner, this account will stay charged with this ... loss and in the following years no profit will be deemed to have been made until the deficit is ... cleared.

16.3. The management is authorized to pay interim dividends at all times as an advance on the to expected dividends.

CHANGE OF THE STATUTES AND DISSOLUTION OF THE COMPANY.

Article 17.

17.1. Decisions to change the statutes of the company or for its dissolution can only be taken in a general meeting of shareholders, where at least two/third (2/3) part of the issued capital is represented and with a majority of at least two/third (2/3) of the casted votes.

17.2. If in that meeting the required capital is not represented, then a second meeting is called to be held at latest one month after the first one, where regardless of the represented capital a decision can be taken on the aforementioned topics with at least two/third (2/3) of the casted votes.

17.3. In case of dissolution of the company the liquidation will occur under such provisions as the general shareholders' meeting will decide.

Finally the appearers declared:

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- that at the establishment one hundred (100) shares, numbered 1 till (and inclusive)
 100 were issued and will be paid up;

- that in the mentioned issued capital of the company is participating:
 Mr.Fernando Giovan German, mentioned for fifty (50) shares, numbered 1 till (and inclusive)
 50; and Mrs. Natalie Jasmin Geerman for fifty (50) shares, numbered 51 till (and inclusive) 100;

- that the first financial year of the company ends on December thirty-one, two
 thousand and six;

- that in contrary of the before mentioned – concerning the manner of appointing- for
 the first time were appointed as directors: Mr. Fernando Giovan Geerman and Mrs Natalie
 Jasmin Geerman aforementioned.

The declaration of no objection as meant in article 38 of the Code of Commerce of Aruba has
 been granted to a draft of this deed by Ministerial Order dated October twenty-six, two
 thousand and five, under number 9119/N.V.....

The appearers and the witnesses are known to me, the notary.

NOTED, the original made, executed in Aruba on the date mentioned at the head of this deed, ..
 in the presence of Mrs. Janine Lilianne Wouters-Rigaud, judicial secretary and Mrs. Karina
 Maduro Campbell, administrative co-worker, both residing in Aruba, as witnesses.

Immediately after reading this deed out loud was signed by the appearers, the witnesses and
 myself, the notary.

(Signing follows)

ISSUED FOR COPY:

Signature of the notary

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 TALLAHASSEE FLORIDA

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TRANSFER OF SHARES

Undersigned:

1. a. Fernando Giovan Geerman, teacher, born in Aruba on March twenty-eight, nineteen hundred and seventy-seven; and
b. Natalie Jasmin Geerman, teacher, born in Aruba on December thirty, nineteen hundred and seventy-five, married in legal community of property, in for him and for her first matrimony, both residing in Aruba, Savaneta 25-B,

hereafter called: **seller**;

2. Elizabeth Magriet van Wijngen-Geerman, financial director, residing in Barendrecht (Netherlands), Van den Broekveld 6, born in Aruba, on September fourteen, nineteen hundred and fifty-five, in this respect acting as director of the in Breda (Netherlands) established, private limited company **VAN WIJNGEN HOLDING BV**, holding office at the address Hazeldonk 6469, 4836 LH, which is registered in the commerce register of the Chamber of Commerce West-Brabant in the Netherlands under number 24258367 and as such authorized to represent the company based on the statutes, hereafter called: **buyer**; and
3. Fernando Giovan Geerman before mentioned, in this respect acting as director of the in Aruba established limited liability company **IT-ZUPPORT N.V.**, holding office at the address Savaneta 23-A, which is registered in the commerce register of the Chamber of Commerce and Industry in Aruba under number 34111.0 and as such authorized to represent the company based on what is prescribed in article 8 of the statutes, hereafter called: **the company**.

declare:

A. PREAMBLE

1. Seller is every rightful claimant of twenty-five (25) issued shares in the capital of the company, numbers 1 till (and inclusive) 25 and 51 till (and inclusive) 75, each with a nominal value of Afl. 100,- hereafter called: **the shares**;
2. Seller and buyer have reached agreement on the sale and delivery of the shares;
3. Seller and buyer wishes to proceed now to the settling of the purchase agreement and the delivery of the shares.

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B. AGREEMENT

1. Delivery

Seller has sold today, based thereon he delivers herewith to seller, who has bought and herewith accepts: the shares.

2. Obtaining

Seller has obtained the shares
by issue at the establishment of the company by the deed drawn up on
November 1, 2005, done before H.M.Rodriguez-Taekema LL.M., notary in Aruba.

3. Purchasing price. Acquittal

The purchasing price for the shares amounts to five thousand Aruban florins
(Afl. 5.000,00). The purchase price has been completely paid by mutual
Settlement between parties, for which herewith acquittal.

4. Payment

Seller guarantees herewith to the buyer that the shares are paid.

5. Distance dissolution

As far as no execution has been given to that in this deed and/or not has been
deviated from that by this deed, the purchase agreement stays valid between
the parties, provided that no appeal can be made anymore on an eventual
agreed dissolving condition. The parties renounce the right to dissolve this
agreement.

6. Costs

The costs of this deed will be paid by the company.

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7. **Acknowledgement**

The company acknowledges the aforementioned transfer of shares and will record this in the shares register of the company.

Signed twice in Aruba

September 2000

Seller
F.G. Geerman

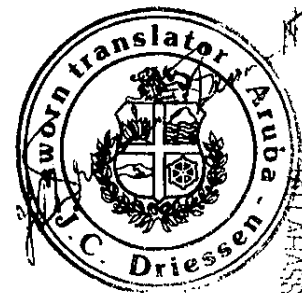
buyer
E.M. van Wijngen-Geerman

-

IT-ZUPPORT N.V.
CAYA G.F. CROES
TEL: 588-1335
FAX: 588-1336

Seller
N.J. Geerman

company
IT-ZUPPORT N.V.



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