

L15000195166

(Requestor's Name)

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COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: QUANTA TECNOLOGIA ELETRONICA INDUSTRIA E COMERCIO LTDA
Name of Limited Liability Company

Dear Sir or Madam:

The enclosed Articles of Domestication of a Non-U.S. Entity and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

REYAN MESQUITA
Name of Person

LARSON ACCOUNTING AND CONSULTING SERVICES
Firm/Company

8613 COMMODITY CIR STE 06
Address

ORLANDO, FL 32819
City/State and Zip Code

CONSULTING @ LARSONACC.COM
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

SILVIO CIRELLI at (407) 370 3686
Name of Person Area Code Daytime Telephone Number

STREET/COURIER ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF DOMESTICATION

In accordance with s. 605.1055, Florida Statutes, this certificate of domestication is submitted:

1. The date on which entity was first formed was MAY 29th, 1987.
2. The name of the entity immediately prior to the filing of the Articles of Domestication was QUANTA TECNOLOGIA ELETRONICA INDUSTRIA E COMERCIO LTDA.
3. The jurisdiction that constituted the seat, siege social, or principal place of business or central administration of the entity, or any other equivalent jurisdiction under applicable law, immediately before the filing of the Articles of Domestication was STATE OF SAO PAULO, BRAZIL.
4. Attached are Florida articles of organization to complete the domestication requirements pursuant to s. 605.0201.
5. The domestication has been approved in accordance with the laws of the jurisdiction of formation of the domesticating entity:

I am DIRECTOR of QUANTA TECNOLOGIA ELETRONICA INDUSTRIA E COMERCIO LTDA and am authorized to sign this Articles of Domestication on behalf of the corporation and have done so this the 29th day of OCTOBER, 2013.

Stizell
(Authorized Signature)

6. Certificate of Status attached.

Filing Fee:

Articles of Domestication	\$ 25.00
Articles of Organization and Certified Copy	\$ 125.00
Total to domesticate and file	\$ 150.00

15 NOV 10 AM 11:12
CLERK OF COURT
CLERK OF COURT
CLERK OF COURT

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

QUANTA TECNOLOGIA ELETRONICA INDUSTRIA E COMERCIO LTDA LLC

(Must end with the words "Limited Liability Company, "L.L.C.," or "LLC.")

ARTICLE II - Address:

The mailing address and street address of the principal office of the Limited Liability Company is:

Principal Office Address:

Mailing Address:

AV ENGENHEIRO CAETANO ALVARES 6617

8615 COMMODITY CIR STE 06

SAO PAULO, SP 02413-200 BR

ORLANDO, FL 32819

ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:

(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

The name and the Florida street address of the registered agent are:

LARSON ACCOUNTING AND CONSULTING SERVICES, LLC

Name

8615 COMMODITY CIR STE 06

Florida street address (P.O. Box NOT acceptable)

ORLANDO

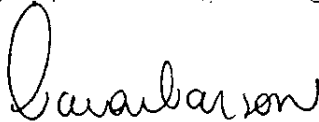
FL

32819

City

Zip

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, 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 relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S..



Registered Agent's Signature (REQUIRED)

(CONTINUED)

ARTICLE IV-

The name and address of each person authorized to manage and control the Limited Liability Company:

Title:

"AMBR" = Authorized Member

"MGR" = Manager

MGR

Name and Address:

SILVIO CIRELLI

AV ENGENHEIRO CAETANO ALVARES 6617

SAO PAULO, SP 02413-200 BR

FILED IN 605.0205 (3)

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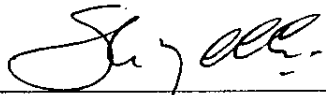
(Use attachment if necessary)

ARTICLE V: Effective date, if other than the date of filing: _____. (OPTIONAL)

(If an effective date is listed, the date must be specific and cannot be more than five business days prior to or 90 days after the date of filing.)

ARTICLE VI: Other provisions, if any.

REQUIRED SIGNATURE:



Signature of a member or an authorized representative of a member.

(In accordance with section 605.0205 (3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true. I am aware that any 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.)

Silvio Cirelli

Typed or printed name of signer

Filing Fees:

\$125.00 Filing Fee for Articles of Organization and Designation of Registered Agent

\$ 30.00 Certified Copy (Optional)

\$ 5.00 Certificate of Status (Optional)

COPY



**REPÚBLICA FEDERATIVA DO BRASIL
ESTADO DE SÃO PAULO
CARLOS ALBERTO FERREIRA DO AMARAL JUNIOR**

Tradutor Público e Intérprete Comercial do Idioma Inglês

Reg. JUCESP Nº 1863

C.C.M./SP 4.215.987-3

C.P.F./M.F. Nº 135.584.188-75

R.G. Nº 18.605.711-8

Solucion GRUPO

Avenida Pacaembu, 1976 - 01234-000 - São Paulo - SP - Brasil
55 11 3511-3800 - www.gruposolucion.com.br

TRADUÇÃO Nº 1.619 LIVRO Nº 012 FOLHA 112 DATA 19/03/2014

I, Carlos Alberto Ferreira do Amaral Junior, Certified Sworn Translator and Commercial Interpreter, enrolled with the Registry of Commerce of the State of São Paulo under No. 1863, in compliance with my duty, translated from Portuguese into English, to the best of my knowledge, a document entitled "Alteração de Contrato Social", as follows:

SINGLE.

JUCESP. 06. 05/26/09.

(Coat of Arms of the State of São Paulo)

JUCESP Protocol. 0.410.007/09-2.

180. JUCESP. Santo André.

QUANTA TECNOLOGIA ELETRÔNICA INDÚSTRIA E COMÉRCIO LTDA.

NIRE 35207472211

CNPJ 57.455.818/0001-16

**PRIVATE AMENDMENT TO THE
ARTICLES OF ORGANIZATION BY UNANIMOUS DELIBERATION**

By this private instrument of amendment to the Articles of Organization, issued in three (3) copies of equal content and signed before the two (2) undersigned witnesses, the subscribers:

- **SILVIO CIRELLI**, Brazilian, married under the partial community property regime, businessman, bearer of the Identity Card RG No. 11.281.295 SSP/SP and enrolled with CPF/MF under No. 073.506.148-37, residing and domiciled at Rua Amaro Rodrigues No. 126, Horto Florestal, in the City and Judicial District of São Paulo, SP, ZIP Code: 02377-050.
- **EVER TEAM FINANCE LIMITED**, a private legal entity headquartered at Unit 2907 29/F-118, Connaught Road West, Central Hong Kong, enrolled with CNPJ under No. 09.330.661/0001-50 and registered with CADEMP under No. 579455, herein represented by its attorney-in-fact:

GENÉSIO CARVALHO FILHO, Brazilian, divorced, accountant, bearer of the Identity Card RG No. 7.646.863 SSP/SP and enrolled with CPF/MF under No. 206.523.138-68, residing and domiciled at Rua dos Ingleses No. 446, apt. 31-b, São Paulo, SP, ZIP Code: 01329-010.

Sole partners of the limited liability business company named **QUANTA TECNOLOGIA ELETRÔNICA INDÚSTRIA E COMÉRCIO LTDA.**, with corporate headquarters at Rua Engenheiro Botelho Egas, 205, Mandaqui District, São Paulo, SP, ZIP Code: 02416-020, enrolled with the Corporate Taxpayer Identification Number under No. 57.455.818/0001-16, State Tax Enrollment 111.887.642.115, with its Articles of Organization filed with the Registry of Commerce of the State of São Paulo under NIRE 35207472211, on 05/29/1987, with its eleventh amendment to the Articles of Organization filed on 03/26/2009.



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CARLOS ALBERTO FERREIRA DO AMARAL JUNIOR
Tradutor Público e Intérprete Comercial
Inglês

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Nº 1.619

Data: 19/03/2014

Have hereby agreed to the amendment to the Articles of Organization of **QUANTA TECNOLOGIA ELETRÔNICA INDÚSTRIA E COMÉRCIO LTDA.**, according to the following clauses and conditions, mutually accepted and reciprocally granted.

FIRST CLAUSE:

The partners deliberate to amend the corporate object of the company, to be read as follows: *exploration of industrial activity, commercial activities in the national and international markets and provision of services of technical support of electronic and electrical devices.*

SECOND CLAUSE:

The partner **SILVIO CIRELLI** hereby makes a capital contribution of four hundred and sixty-four Reais (R\$ 464.00), which will be represented by four hundred and sixty-four (464) membership interests, now subscribed, herein fully paid-up in Brazilian currency. The partner **EVER TEAM FINANCE LIMITED** makes herein a capital contribution of one hundred and ninety-eight Reais (R\$ 198.00), which will be represented by one hundred and ninety-eight (198) membership interests, now subscribed, herein fully paid-up in Brazilian currency.

THIRD CLAUSE:

As a result of the amendments set forth herein, the partners decide to amend the **THIRD** clause and its paragraph of the Articles of Organization of **QUANTA TECNOLOGIA ELETRÔNICA INDÚSTRIA E COMÉRCIO LTDA.**, which will be amended to be read as follows:

"Third Clause"

The nominal corporate capital of the company, fully paid-up in Brazilian currency is of six million, one hundred and fifty thousand Reais (R\$ 6,150,000.00), represented by six million, one hundred and fifty thousand (6,150,000) membership interests, with par value of one Real (R\$ 1.00) each, distributed between the partners as follows:

Silvio Cirelli	4,305,000 membership interests	R\$ 4,305,000.00
Ever Team Finance Limited	1,845,000 membership interests	R\$ 1,845,000.00

"Sole Paragraph"

The liability of each partner is restricted to the amount of his/its membership interests, but all of them are responsible for the payment of the corporate capital, pursuant to article 1052 of Law No. 10406 of January 10, 2002.

FOURTH CLAUSE:

The partners deliberate for the change of address of the branch and parent company, transferring the headquarters to Av. Engenheiro Caetano Álvares No. 6617, Mandaqui, ZIP Code: 02413-200, where the branch was located, transferring the branch to Rua Engenheiro Botelho Fias, 205, Mandaqui, ZIP Code: 02416-020, where the headquarters were located.

FIFTH CLAUSE:

In view of such amendment to the Articles of Organization, the partners decide to make the **RESTATEMENT OF THE ARTICLES OF ORGANIZATION**, as follows:

Handwritten signature



COPY

CARLOS ALBERTO FERREIRA DO AMARAL JUNIOR
Tradutor Público e Intérprete Comercial
Inglês

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Nº 1.619

Data: 19/03/2014

RESTATEMENT OF THE ARTICLES OF ORGANIZATION

By the private instrument of Articles of Organization and in the best form of law, the undersigned:

- **SILVIO CIRELLI**, Brazilian, married under the partial community property regime, businessman, bearer of the Identity Card RG No. 11.281.295 SSP/SP and enrolled with CPF/MF under No. 073.506.148-37, residing and domiciled at Rua Amaro Rodrigues No. 126, Horto Florestal, in the City and Judicial District of São Paulo, SP, ZIP Code: 02377-050.
- **EVER TEAM FINANCE LIMITED**, a private legal entity headquartered at Unit 2907 29/F-118, Connaught Road West, Central Hong Kong, enrolled with CNPJ under No. 09.330.661/0001-60 and registered with CADEMP under No. 579455, herein represented by its attorney-in-fact:

GENÉSIO CARVALHO FILHO, Brazilian, divorced, accountant, bearer of the Identity Card RG No. 7.646.863 SSP/SP and enrolled with CPF/MF under No. 206.523.138-68, residing and domiciled at Rua dos Ingleses No. 446, apt. 31-b, São Paulo, SP, ZIP Code: 01329-010.

Have hereby agreed to the **RESTATEMENT OF THE ARTICLES OF ORGANIZATION** of the limited liability business company named **QUANTA TECNOLOGIA ELETRÔNICA INDÚSTRIA E COMÉRCIO LTDA.**, in compliance with the applicable provisions of law, as well as the following clause and conditions, which they mutually accepted and reciprocally grant.

I - LEGAL NATURE

First Clause

The legal nature of this company is of a limited liability business company, as provided for in Law No. 10406 of January 10, 2002.

Second Clause

These Articles of Organization will be governed by the provisions of Law No. 10406 of January 10, 2002 and, in addition, as applicable, by the Law of the Corporations.

II - DOMICILE AND INTEREST IN OTHER COMPANIES

Third Clause

The company will be headquartered in this City of São Paulo, State of São Paulo, where it will have its headquarters and respective legal venue at Avenida Engenheiro Caetano Álvares, 6617, Mandaqui, ZIP Code: 02413-200.

1st paragraph: The branch of the company, registered in JUCESP, NIRE 35903164573, dated of 08/08/2007, enrolled with CNPJ under No. 57.455.818/0003-88 and enrolled with the Department of Treasury of São Paulo under No. 148.273.610.111, is headquartered in this City of São Paulo, State of São Paulo, where it has its corporate headquarters and respective legal venue at Rua Engenheiro Botelho Egas, 205, Mandaqui, ZIP Code: 02416-020.

2nd paragraph: The company may open or close branches, in any part of the Brazilian territory,



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Fourth Clause

The company may have interest in other companies, as member or shareholder, no matter their legal nature is of limited liability company or publicly- or privately-held corporations.

III - LEGAL OBJECT

Fifth Clause

The company's object will be the exploration of industrial activity, commercial activities in the national and international markets and provision of services of technical support of electronic and electrical devices.

IV - TERM

Sixth Clause

The company's duration term is indefinite.

V - CORPORATE CAPITAL

Seventh Clause

The nominal corporate capital of the company, fully paid-up in Brazilian currency is of six million, one hundred and fifty thousand Reals (R\$ 6,150,000.00), represented by six million, one hundred and fifty thousand (6,150,000) membership interests, with par value of one Real (R\$ 1.00) each, distributed between the partners as follows:

Silvio Cirelli	4,305,000 membership interests	R\$ 4,305,000.00
Ever Team Finance Limited	1,845,000 membership interests	R\$ 1,845,000.00

Sole paragraph: The liability of each partner is restricted to the amount of his/its membership interests, but all of them are responsible for the payment of the corporate capital, pursuant to article 1052 of Law No. 10406 of January 10, 2002.

VI - MANAGEMENT

Eighth Clause

The company will be managed, for an indefinite term, by the partner **SILVIO CIRELLI**, to whom full and wide powers of management and representation of the company will be granted, being empowered to enter into agreements, deeds, checks, credit bonds, receipts and documents in general, to take all and any action required to the compliance with the corporate object of the company, including to appoint attorneys-in-fact, granting to them all powers and for the term they deem proper.

Sole paragraph: The company may grant *ad judicia* powers of attorney and appoint lawyers for representation of the company in court, which powers of attorney will be granted for definite or indefinite terms.

VII - PRO-LABORE COMPENSATION

Ninth Clause

The partner **SILVIO CIRELLI** will be entitled to a monthly *pro-labore* compensation, to be jointly established between them, in compliance with the limits set forth in the laws in force.



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VIII - FISCAL YEAR AND BALANCE SHEET

Tenth Clause

The profits or losses will be ascertained in a balance sheet issued annually in the month of December or in other periods, if the partners deem proper, and the result will be entered into the account of cumulative profits or losses.

First Paragraph: The partners deliberate that the profit ascertained in the aforementioned periods will be distributed according to the proportion of the corporate capital.

Second Paragraph: The company, at the discretion of the members, may issue extraordinary balance sheets in any period of the year, for accounting or checking purposes, always in compliance with the provisions of law.

IX - DEATH AND REMOVAL OF PARTNERS

Eleventh Clause

The death, corporate dissolution, exclusion or removal of any of the members shall not result in the dissolution of the company, which will continue existing with other partner. In case of death of any of the members, the heirs of the deceased partner shall jointly exercise the right to the membership interest. In the hypothesis of corporate dissolution of the members that are legal entities, their representative shall appoint a substitute within a term not longer than thirty days from the event, under penalty of the remaining partner do it, ensuring the rights of the former partner, in compliance with the terms and criteria set forth in the sole paragraph of this article.

Sole Paragraph: In case there is no interest from the aforementioned individuals to have interest in the company, the remaining partners shall pay to the heirs and successors of the deceased partner, in twelve equal and consecutive installments, the first being due within thirty days after the occurrence of the fact, their capital quota and the part of the net profits that shall be ascertained in special balance sheet, on the date of the event.

Twelfth Clause

The partners cannot assign, sell, donate or even transfer their membership interests to third parties without previously offering to the remaining partners who, in equality of conditions, shall have pre-emption right in their acquisition.

X - CORPORATE DELIBERATIONS AND LIQUIDATION OF THE COMPANY

Thirteenth Clause

The deliberations of the partners, either regular or special, as provided for in the Fourteenth Clause, shall be taken in meetings called by any of the partners or offices, in the cases provided for in law or in the agreement. The meetings of the company are empowered to decide on all matters of interest to the company.

Sole Paragraph: The meetings can be dismissed when all partners decide in writing on the matter that would be object thereof.

Fourteenth Clause

The taking of the following actions will depend obligatorily on the consent of members holding quotas that represent at least three-fourths (3/4) of the corporate capital:



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I) encumbrance or disposal of shares or membership interests subscribed directly in the capital of other companies;

II) rendering of any guarantee on behalf of the company, such as guarantees and collaterals for purposes not comprised in the corporate object.

Sole Paragraph: To the corporate deliberations mentioned below, other corporate interests shall be met:

a) for the merger, incorporation, dissolution of the company or assignment of the status of liquidation and amendment to the Articles of Organization, there shall be the consent of partners representing three-fourths (3/4) of the corporate capital;

b) for the application for court reorganization, there shall be the consent of partners representing three-fourths (3/4) of the corporate capital.

Fifteenth Clause

The company will enter into liquidation in the cases set forth in law, and the meeting of members shall determine the mode of liquidation and appointment of the liquidator.

Sixteenth Clause

In the cases not provided for herein, these Articles of Organization will be governed by the provisions of the Brazilian Civil Code - Law No. 10406/02, articles 1052 to 1087 and 997 to 1038, as well as the laws related to the matter and, in addition, by the provisions set forth in the Law of the Corporations.

Seventeenth Clause

None of the partners may perform activities that are competitor to the company's activities.

XI - STATEMENT OF NON-PREVENTION

Eighteenth Clause

The partners declare, under the penalties of law, that they are not prevented from performing the management of limited liability companies or of any other kind of company, by special law or as a result of criminal conviction, or by being under the effects thereof, or by crime of bankruptcy, of violation of duty, bribery or graft, concussion, speculation or against the people's economy, against the National Financial System, against the competition defense rules, against the consumption relations, public faith or property, while the conviction effects shall last.

XII - VENUE

Nineteenth Clause

The Courts of the place where the company is headquartered are elected to settle all doubts arising herefrom, with express waiver of any other, no matter how privileged it may be.

In witness hereof, the parties hereto caused this instrument to be executed, for all purposes and effects of law.

São Paulo, May 12, 2009.

(sgd.) (illegible)
SILVIO CIRELLI
ID: 11.281.295 SSP/SP

(sgd.) (illegible)
GENÉSIO CARVALHO FILHO
ID: 7.646.863 SSP/SP
EVER TEAM FINANCE LIMITED

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CARLOS ALBERTO FERREIRA DO AMARAL JUNIOR
Tradutor Público e Intérprete Comercial
Inglês

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(sgd.) (illegible)
Ricardo Augusto da Luz
Lawyer - OAB/SP 226.741

Witnesses:
(sgd.) (illegible) - Gilberto da Luz
ID: 4423728 SSP/SP

(sgd.) (illegible) - Sérgio Francisco Paulino
ID: 4973604 SSP/SP

(Coat of Arms of the State of São Paulo)
Department of Treasury
Registry of Commerce of the State of São Paulo - JUCESP
I hereby certify the filing hereof under No. 167.506/09-2.
(sgd.) (illegible) - Cristina de S.F. Calandra, Secretary-General.

I certify that this English translation is a true and accurate representation of the text in Portuguese.

São Paulo - SP, March 19, 2014.

Carlos Alberto Ferreira do Amaral Junior

Receipt No.: 722.