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(Address)

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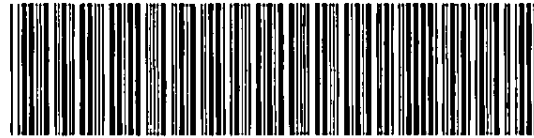
(Business Entity Name)

(Document Number)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

COVER LETTER

TO: Registration Section,
Division of Corporations

SUBJECT: INTERAMERICAN NETWORK COMUNICACAO E MARKETING LLC
Name of Limited Liability Company

The enclosed "Application by Foreign Limited Liability Company for Authorization to Transact Business in Florida," Certificate of Existence, and check are submitted to register the above referenced foreign limited liability company to transact business in Florida.

Please return all correspondence concerning this matter to the following:

Danielle Clouzet Roman

Name of Person

Interamerican Network Comunicacao e Marketing Ltda

Firm/Company

Av. Ipiranga, 318 Bloco A 5th

Address

Sao Paulo - SP - Brazil - Zip Code 01046-010

City/State and Zip Code

danielle@interamericanetwork.com

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

For further information concerning this matter, please call:

Danielle Roman

55-11

98305.4925

Name of Contact Person

Area Code

Daytime Telephone Number

MAILING ADDRESS:

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

STREET ADDRESS:

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

Enclosed is a check for the following amount:

☐ \$125.00 Filing Fee

☐ \$130.00 Filing Fee &
Certificate of Status

☐ \$155.00 Filing Fee &
Certified Copy

☒ \$160.00 Filing Fee, Certificate
of Status & Certified Copy

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS
IN FLORIDA

IN COMPLIANCE WITH SECTION 605.0902, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY
COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. Interamerican Network Comunicacao e Marketing LLC
(Name of Foreign Limited Liability Company; must include "Limited Liability Company," "LLC," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida. The alternate name must include "Limited Liability Company," "LLC," or "LLC.")

2. Brazil 3. _____
(Jurisdiction under the law of which foreign limited liability company is organized) (FEI number, if applicable)

4. _____
(Date first transacted business in Florida, if prior to registration.)
(See sections 605.0904 & 605.0905, F.S. to determine penalty liability)

5. Av. Ipiranga, 318 Bloco A 5th floor 6. Av. Ipiranga, 318 Bloco A 5th floor
(Street Address of Principal Office) (Mailing Address)
ZIP 01046-010 ZIP 01046-010
Sao Paulo - SP - Brazil Sao Paulo - SP - Brazil

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

Name: Roberto Andres Roman
Office Address: 2600 Douglas Road Suite 400
Coral Gables Florida 33134
(City) (Zip code)

Registered agent's acceptance:

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 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)

8. The name, title or capacity and address of the person(s) who has/have authority to manage is/are: -

Title or Capacity:	Name and Address:	Title or Capacity:	Name and Address:
CEO	<u>Danielle Roman</u> <u>Av Ipiranga 318</u> <u>01046-010 SP</u>	VP	<u>Ricardo Roman J</u> <u>Av Ipiranga 318</u> <u>01046-010 SP</u>
_____	_____	_____	_____
_____	_____	_____	_____

(Use attachments if necessary)

9. Attached is a certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted)

10. This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. 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.

(Signature of an authorized person)

Danielle Clouzet Roman

Typed or printed name of signee



MANOEL ANTONIO SCHMIDT

Tradutor Público e Intérprete Comercial

Matrícula Nº 490 da Junta Comercial do Estado de São Paulo

Praça da Sé, 21 - 14º Andar - Cj. 1.409 - Tel.: (011) 3241-1077 - Tel-fax: 3105-8603 - SP

CERTIFICO e dou fê, para os fins de direito, que o texto abaixo é tradução fiel de um documento em língua Inglesa que me foi apresentado por parte de pessoa interessada.

LIVRO Nº **587**

FOLHA

TRADUÇÃO Nº **JR-I- 167.342**

I, the undersigned, Sworn Translator and Commercial Interpreter, do hereby certify that this is the faithful translation of a document written in the Portuguese language, which I translate as follows:

JUCESP PROTOCOL
2.033.711/17-1

AMENDMENT AND CONSOLIDATION OF THE COMPANY CHARTER
OF
INTERAMERICAN NETWORK COMUNICAÇÃO E MARKETING LTDA.

NIRE no. 35.201.353.619

CNPJ no. 53.548.863/0001-64

Hereby, in the best terms of the law,

DANIELLE CLOUZET DE ROMAN, Brazilian, married under separation of property regime on April 16th, 2005, businesswoman, holder of identity card RG no. 9.618.000-6 SSP/SP and CPF/MF no. 129.361.768-75, residing and living at Al. Casa Branca, 667, Zip code 01408-001, São Paulo, State of São Paulo, Brazil;

ROBERTO ANDRÉS ROMAN, Brazilian, married under separation of property regime on May 22, 2001, businessman, holder of identity card RG no. 9.617.999-5 SSP/SP AND CPF/MF no. 131.721.148-05, residing and domiciled at Praça Almirante Tamandaré, 200, Praia da Enseada, Guarujá, State of São Paulo, Brazil,

are the sole partners of the limited liability company operating in this Venue under the company name of INTERAMERICAN NETWORK COMUNICAÇÃO E MARKETING LTDA., situated at Avenida Ipiranga, 318, Bloco A, Conj. 502, República, São Paulo, SP, Zip code 01046-010, which is also referred to as "INTERAMERICAN" and/or "INTERAMERICAN TRAVEL INDUSTRY NETWORK", with its articles of association legally filed with the Board of Trade



MANOEL ANTONIO SCHIMIDT

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Matricula Nº 490 da Junta Comercial do Estado de São Paulo

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on June 13th, 1984 and following amendments, the last of which under no. 442.839/16-9 on October 13th, 2016;

Have agreed to AMEND the original COMPANY CHARTER, which they do as follows:

I.

Partner ROBERTO ANDRÉS ROMAN, already described, the lawful holder of 477,950 (four hundred, seventy-seven thousand, nine hundred fifty) quotas of the capital with face value of R\$ 1.00 (one real) each, totaling R\$ 477,950.00 (four hundred, seventy-seven thousand, nine hundred fifty reais), fully paid up in national currency, free and clear of any charges or burdens, assigns and transfers, as he has indeed assigned and transferred, 23,898 (twenty-three thousand, eight hundred, ninety-eight) of his quotas of the capital with face value of R\$ 1.00 (one real) each, totaling R\$ 23,898.00 (twenty-three thousand, eight hundred, ninety-eight reais), to partner RICARDO ANDRÉS ROMAN JUNIOR, Brazilian, of age, married under separation of property regime, born in São Paulo, SP, on April 29th, 1968, businessman, holder of identity card RG no. 9.474.835-4 SSP/SP and enrolled with the CPF/MF under no. 126.911.318-66, residing and domiciled at Av. Barão de Monte Mor, 341, Apto. 51, Ibirapuera, São Paulo, Zip code 05415-001, and also assigns and transfers, as he has indeed assigned and transferred, 454,052 (four hundred, fifty-four thousand and fifty-two) of his quotas of the capital, with face value of R\$ 1.00 (one real) each, totaling R\$ 454,052.00 (four hundred, fifty-four thousand, fifty-two reais) to DANIELLE CLOUZET DE ROMAN, Brazilian, married under separation of property regime on April 16th, 2005, businesswoman, holder of identity card RG no. 9.618.000-6 SSP/SP and CPF/MF no. 129.361.768-75, residing and domiciled at Al. Casa Branca, 667, Zip code 01408-001, São Paulo, State of São Paulo. For the assignment and transfer of his quotas, the ASSIGNOR receives the amount of R\$ 454,052.00 (four hundred, fifty-four thousand, fifty-two reais), which is paid hereby by the ASSIGNEE in national currency. For such payment, the ASSIGNOR gives to the ASSIGNEES and the COMPANY free and clear of any charges for the quotas assigned herein, receipt in full, making this transaction good, sound and valuable and quits the company.



MANOEL ANTONIO SCHMIDT
Tradutor Público e Intérprete Comercial
Matricula Nº 490 da Junta Comercial do Estado de São Paulo
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Due to this amendment, the Second and Third Clauses of the original Company Charter is changed and the following writing applies now:

SECOND CLAUSE - ON THE CAPITAL

The Capital is R\$ 869,000.00 (eighth hundred, sixty-nine thousand reais) split into 869,000 (eight hundred, sixty-nine thousand) quotas with face value of R\$ 1.00 (one real) each, fully paid up in national currency and distributed between the partners as follows:

PARTNERS	Number of QUOTAS	Value in R\$
DANIELLE CLOUZET DE ROMAN	845,102	845,102.00
RICARDO ANDRÉS ROMAN JUNIOR	23,898	23,898.00
TOTAL (100%)	869,000	869,000.00

Sole Paragraph: The responsibility of the quota holders is limited to the value of their quotas, but both are jointly liable for their subscription.

THIRD CLAUSE - ON COMPANY MANAGEMENT

The management of the company will be carried out by managing partners DANIELLE CLOUZET DE ROMAN and RICARDO ANDRÉS ROMAN JUNIOR, already described, who will manage the close relations with the other quota holders; the signature of any one of them on papers and documents representing the company will be enough for the purpose. However, in case of disposition of the company assets or assumption of obligations that might somehow be a charge to the company, the joint signatures of the managing partners will be required.

Sole paragraph: The company may also be represented by one or more proxies established by any of the managing partners, holding the necessary powers as expressed in their respective power-of-attorney instruments

Second paragraph: Managing partner will be exempted from providing lien.



MANOEL ANTONIO SCHIMDT

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IV.

Due to these amendments, the Partners decide to CONSOLIDATE THE COMPANY CHARTER with the following, applicable clauses and conditions:

CONSOLIDATION OF THE COMPANY CHARTER

OF

INTERAMERICAN NETWORK COMUNICAÇÃO E MARKETING LTDA.

NIRE no. 35.201.353.619

CNPJ/MF no. 53.548.863/0001-64

DANIELLE CLOUZET DE ROMAN, Brazilian, married under separation of property regime on April 16, 2005, businesswoman, holder of identity card RG no. 9.618.000-6 SSP/SP and CPF/MF no. 129.361.768-75, residing and living at Al. Casa Branca, 667, Zip code 01408-001, São Paulo, State of São Paulo, Brazil;

RICARDO ANDRÉS ROMAN JUNIOR, Brazilian, of age, married under separation of property regime, born in São Paulo, SP, on April 29th, 1968, businessman, holder of identity card RG no. 9.474.835-4 SSP/SP and enrolled with the CPF/MF under no. 126.911.318-66, residing and domiciled at Av. Barão de Monte Mor, 341, Apto. 51, Ibirapuera, São Paulo, Zip code 05415-001;

FIRST CLAUSE - ON COMPANY NAME, MAIN OFFICE, DURATION AND OBJECT

A - The limited liability company will operate under the name of INTERAMERICAN NETWORK COMUNICAÇÃO E MARKETING LTDA., with the possibility of being referred to as "INTERAMERICAN" and/or "INTERAMERICAN NETWORK".

B - Its main office and venue is in the City of São Paulo, State of São Paulo, at Av. Ipiranga, 318 - Bloco A - Cj. 502;



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First paragraph: Main branch, branches or warehouses may be established or closed all over Brazil or overseas by simple decision by the Company Board of Directors, which will earmark from the Capital a parcel for each of such establishments always according to current legal provisions.

Second paragraph: It is hereby agreed that the Courthouse of the City of São Paulo is chosen to settle all issues resulting hereof, with express waiver of any other jurisdiction no matter how favored.

C - The duration of the company is undetermined. However, the quota holders who represent most of the Capital may, at any time, dissolve the company or even turn it into any other kind of legal entity according to the legal provisions.

D - The purpose of the company is to deliver services of Direct Marketing, Promotional Marketing, Digital Marketing and Digital Media Management, advertisement and divulgation to the corporate segment, deliver communication services, provide consultancy and advisory in communication strategic planning, in relationship with the national and international press and in public relations both in Brazil and abroad, regularly credentialed with the CONRERP of the 2nd Region/SP, according to the specific current legislation, planning and provision of free courses, seminars and lectures, organization services of fairs, congresses, expos and parties, as well as other events regarding matters of business interests, the production and promotion of corporate events, in addition of travel agencies and reservation and other tourist services, such as the sale of air, sea and land tickets, tourist fairs, passenger welcoming and others.

SECOND CLAUSE - ON THE CAPITAL

The company Capital is R\$ 869,000.00 (eight hundred, sixty-nine thousand reais) split into 869,000 (eight hundred, sixty nine thousand) quotas with a face value of R\$ 1.00 (one real) each, fully paid up in national currency and distributed between the partners as follows:

PARTNERS	Number of QUOTAS	Value in R\$
DANIELLE CLOUZET DE ROMAN	845 102	845 102 00



MANOEL ANTONIO SCHIMIDT

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TOTAL (100%)	869,000	869,000.00
--------------	---------	------------

Sole Paragraph: The responsibility of the quota holders is limited to the value of their quotas, but both are jointly liable for their subscription.

THIRD CLAUSE - ON COMPANY MANAGEMENT

The management of the company will be carried out by managing partners DANIELLE CLOUZET DE ROMAN and RICARDO ANDRÉS ROMAN JUNIOR, already described, who will manage the close relations with the other quota holders, and the signature of any one of them on papers and documents representing the company will be enough for the purpose. However, in case of disposition of the company assets or assumption of obligations that might somehow be a charge to the company, the joint signatures of the managing partners will be required.

First paragraph: The company may also be represented by one or more proxies established by any of the managing partners holding the necessary powers as expressed in their respective power-of-attorney instruments.

Second paragraph: Managing partner will be exempted from providing liens.

FOURTH CLAUSE - ON QUOTA ASSIGNMENT

A - The partner who wishes to assign or transfer his/her quotas must notify in writing and against receipt the Board of Directors of his/her purpose, including price and conditions.

Sole paragraph: On the following ten (10) days, the company will inform about this fact the other partners, who will have thirty (30) days from the date the communication is made for the purpose of buying the same quotas. And, if more than one partner wants to use such preference, it will correspond in proportion to the number of quotas each one holds.

B - If the other partners are not interested in buying the quotas of the notifier or if



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transfer to third parties the totality of his/her quotas of the capital or the remaining quotas not bought by the other partners, but only for the price and conditions as previously offered and stipulated.

C - In order for the quota assignment instrument to be valid, it suffices the signatures of the assignor, the assignee, of one company director and of two witnesses, whereas the company must provide for the specific registration with the proper government agency.

Sole paragraph. The assignments or transfers that do not abide by the provisions in this clause are null.

FIFTH CLAUSE - ON THE DEATH OF A PARTNER

A - The company will not be closed on the death of any of the partners, as it will continue with the remaining ones. In case of death of one of the partners, the company will notify within the following fifteen (15) days his/her heirs, of age and competent, including the widow who married under full community property regime, if it is the case, informing them about the existence of this agreement and the decision of the Board of Directors to either admit or not admit them in the company to replace the deceased partner.

B - If such a substitution is not admitted, a balance sheet based on the date the partner died will be provided within thirty (30) days following such notification; and the assets thus determined will be paid to the estate according to the following terms and conditions: 10% (ten percent) within thirty (30) days following the closing of the balance sheet determining the assets, and the rest in twelve (12) monthly, equal and successive payments, added by a 6% (six percent) annual interest rate. In case of loss, the estate will have to pay the company abiding by the same terms and conditions. To determine the assets of the dead partner, the profits or losses following the death date will not be taken into account if they are not a direct result of acts preceding such an event.

C - If the notification according to the letter "A" of this clause admits that heirs of



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regime, if it is the case, may substitute the *de cujus* in the company, the notified parties will have the option to substitute him/her, in which case they must notify the company within the same time frame. Once this option is exercised, the quotas of the deceased will be split into as many as there are heirs of age and competent, including the widows who married under full community property regime, if it is the case, according to the provisions of the respective estate sharing. However, in order for such heirs and widow as described to be considered partners, it will be required that they sign with the other remaining partners the respective instrument of amendment to the company charter. If this option is not chosen, the provision of letter "B" of this clause will apply.

SIXTH CLAUSE - ON BALANCE SHEET, PROFITS AND THEIR APPLICATION

A - The profits or losses will be determined in balance sheets presented on the 31st of December of each year, the Board of Directors being entitled to draw up the balance sheet and distribute profits even in extraordinary periods.

B - Settlement quotas and necessary provisions will be charged from gross profits. Net profits, as provide for in each balance sheet, will be earmarked as decided by quota holders representing most of the Capital. Eventual losses will be borne by the partners in proportion with their number of quotas of the Capital.

SEVENTH CLAUSE - ON DISSOLUTION OF THE COMPANY

A - In case the company is dissolved, any partner will be entitled, in equality of prices and conditions, to the right of first refusal over the other interested party to buy all company assets, with a term of thirty (30) days to make use of this right from the date of the meeting that so decides. If, at the end of this term or, before its end, through express relinquishment of all quota holders, no partner is willing to make use of the right of first refusal, the majority of quotas will elect the receiver who will have the maximum term of one (1) year to liquidate the company according to the current laws.

B - If more than one partner wants to use the right of first refusal as above specified, it will be graduated in proportion with the number of quotas of each partner.



MANOEL ANTONIO SCHIMIDT

Tradutor Público e Intérprete Comercial

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EIGHTH CLAUSE - ON GENERAL DISPOSITIONS

A - All decisions regarding the amendment of the Company Charter or the operating system of the company, a change of its structure, organization, management system, dissolution and settlement of accounts will be taken by quota holders representing the totality of the Capital in case another way is not stipulated hereof.

B - The partners may not pledge or, in any way, pawn their quotas of the Capital in part or in whole.

C - In silent cases, the provisions of Law no. 10.406 of 01/20/2002 of the Civil Code will apply and, in whatever is applicable, the provisions of the Corporate Law.

D - The managers state, under the penalty of the law, that they are not impeded from carrying out the administration of the company by special law or due to criminal conviction, or that they are under its effects, or to a penalty that prohibits, even if temporarily, access to government positions; or by bankruptcy crime, breach of trust, bribery or payoff, graft, embezzlement or against the welfare, the national financial system, anti-trust laws, consumer relations, full faith and credit or property.

In witness whereof, the parties sign this instrument in three (3) counterparts of equal content and form for a single effect.

São Paulo, September 26th, 2017.

Third Notary Public

[Illegible signature]

ROBERTO ANDRÉS ROMAN

Third Notary Public

[Illegible signature]

DANIELLE CLOUZET DE ROMAN



MANOEL ANTONIO SCHIMIDT

Tradutor Público e Intérprete Comercial

Matrícula Nº 490 da Junta Comercial do Estado de São Paulo

Praça da Sé, 21 - 14º Andar - Cj.1.409 - Tel.: (011) 3241-1077 - Tel-Fax: 3105-8603 - SP

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Data: 15/01/19

Third Notary Public

[Illegible signature]

RICARDO ANDRÉS ROMAN JUNIOR

VISA:

[Illegible visa]

JOSÉ BENEDITO NEVES

OAB/SP No. 29.559

Department of Economic, Science, Technology and Innovation Development - JUCESP - I hereby certify the registration under no. 484.499/17-8 - Flávia R. Britto Gonçalves - General Secretary.

3rd Notary Public - Av. São Luís, 192 - L24 - Zip code 01040-000 - São Paulo - SP - Tel/Fax: (11) 3126-8600 - B. Mateus Brandão Machado - Notary - AB904757 - I acknowledge by similarity the signature with economic value of Roberto Andres Roman, Ricardo Andres Roman Junior and Danielle Clouzet de Roman - São Paulo, October 9th, 2017. In witness whereof, Klaus Muelher de Sousa - Clerk - Amount: R\$ 27,00 - Seal: 1451389-9 - Notary P. 1064 - Stamp(s) AA504449 and AA688783.

Notarial College of Brazil (illegible number); Signature - Economic Value 2 - 1064AA0504449.

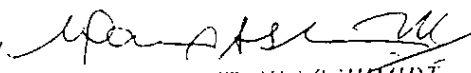
Notarial College of Brazil (illegible number); Signature - Economic Value 1 - 1064AA0688783.

3rd Notary - Klaus Muelher de Souza - Clerk - Av. São Luís, 192 - Lj. 23 - São Paulo - Tel. 3120-8600]

NOTHING ELSE, which I certify.

São Paulo, January 15, 2019.




MANOEL ANTONIO SCHIMIDT
Tradutor Público



MANOEL ANTONIO SCHMIDT

Tradutor Público e Intérprete Comercial

Matricula Nº 490 da Junta Comercial do Estado de São Paulo

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587

JR-I- 167.343

LIVRO Nº

FOLHA

TRADUÇÃO Nº

I, the undersigned, Sworn Translator and Commercial Interpreter, do hereby certify that this is the faithful translation of a document written in the Portuguese language, which I translate as follows:

[Coat of Arms]

**FEDERATIVE REPUBLIC OF BRAZIL
NATIONAL REGISTRY OF LEGAL ENTITIES**

ENROLLMENT NUMBER	EVIDENCE OF ENROLLMENT AND STATUS	Opening date
53.548.863/0001-64 HEADQUARTERS		06/13/1984

CORPORATE NAME INTERAMERICAN NETWORK COMUNICAÇÃO E MARKETING LTDA
--

FACILITY TITLE (FANTASY NAME) INTERAMERICAN / INTERAMERICAN NETWORK	STRONG TOO MUCH
--	--------------------

CODE AND DESCRIPTION OF THE MAIN ECONOMIC ACTIVITY 73.19-0-03 - Direct Marketing

CODE AND DESCRIPTION OF THE SECONDARY ECONOMIC ACTIVITIES 70.20-4-00 - Advisory activities in corporate management, except specific advisory regarding 82.30-0-01 - Organization services of shows, congresses, expos and parties 79.11-2-00 - Travel Agency 79.90-2-00 - Reservations and other tourism services not previously specified
--

CODE AND DESCRIPTION OF THE LEGAL NATURE 206-2 - LIMITED LIABILITY COMPANY

STREET AV IPIRANGA	NUMBER 318	SUPPLEMENT BLOCO A CONJ 502
-----------------------	---------------	--------------------------------

ZIP CODE 01.046-010	DISTRICT REPUBLICA	MUNICIPALITY SÃO PAULO	FU SP
------------------------	-----------------------	---------------------------	----------

ELECTRONIC ADDRESS	TELEPHONE (11) 3214-5588
STATUS ACTIVE	DATE OF STATUS 11/03/2005



MANOEL ANTONIO SCHIMDT

Tradutor Público e Intérprete Comercial

Matricula Nº 490 da Junta Comercial do Estado de São Paulo

Praça da Sé, 21 - 14º Andar - Cj.1.409 - Tel.: (011) 3241-1077 - Tel-Fax: 3105-8603 - SP

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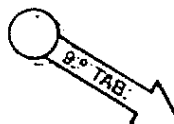
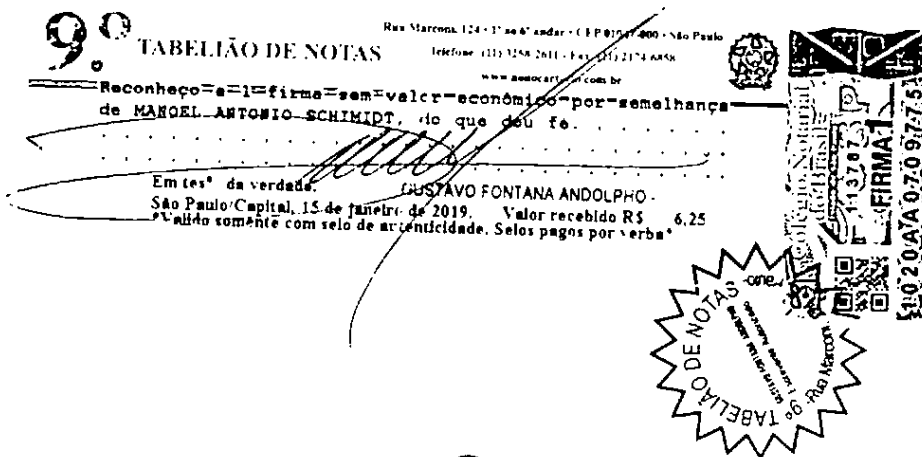
15/01/19

Approved by RFB Resolatory Instruction no. 1.634, dated May 6, 2016.

Issued on 12/19/2018 at 17:23:04 p.m. (Brasilia Date and Time).

NOTHING ELSE, which I certify.

São Paulo, January 15, 2019.



Manoel Antonio Schmidt
MANOEL ANTONIO SCHIMDT
Tradutor Público