P24000031181

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# COVER LETTER

**TO:** Amendment Section
Division of Corporations

**NAME OF CORPORATION:** WESTMINSTER HOLDING FOUNDATION INC

**DOCUMENT NUMBER:** P24000031181

The enclosed ***Articles of Amendment*** and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Leonel Alomia
Name of Contact Person

Firm/ Company

1507 Mallard Landing Bvld
Address

Saint Johns FL 32259
City/ State and Zip Code

casaalomia@gmail.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Leonel Alomia at (954) 908-9554
Name of Contact Person / Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

- ☒ $35 Filing Fee
- ☐ $43.75 Filing Fee & Certificate of Status
- ☐ $43.75 Filing Fee & Certified Copy (Additional copy is enclosed)
- ☐ $52.50 Filing Fee Certificate of Status Certified Copy (Additional Copy is enclosed)

**Mailing Address**
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

**Street Address**
Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

**Articles of Amendment**
**to**
**Articles of Incorporation**
**of**

WESTMINSTER HOLDING FOUNDATION INC

**(Name of Corporation as currently filed with the Florida Dept. of State)**

P24000031181

(Document Number of Corporation (if known)

Pursuant to the provisions of section 607.1006, Florida Statutes, this ***Florida Profit Corporation*** adopts the following amendment(s) to its Articles of Incorporation:

**A. If amending name, enter the new name of the corporation:**

___________________________________________ *The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or Co.," or the designation "Corp," "Inc," or "Co". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."*

**B. Enter new principal office address, if applicable:**
***(Principal office address MUST BE A STREET ADDRESS )***

**C. Enter new mailing address, if applicable:**
***(Mailing address MAY BE A POST OFFICE BOX)***

**D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:**

*Name of New Registered Agent* ___________________________

___________________________
*(Florida street address)*

*New Registered Office Address:* ___________________________, Florida ___________
*(City)* *(Zip Code)*

**New Registered Agent's Signature, if changing Registered Agent:**
*I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.*

___________________________
*Signature of New Registered Agent, if changing*

**Check if applicable**

☐ The amendment(s) is/are being filed pursuant to s. 607.0120 (11) (e), F.S.

**If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:**

*(Attach additional sheets, if necessary)*

*Please note the officer/director title by the first letter of the office title:*

*P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.*

*Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change. Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.*

**Example:**

X Change PT John Doe

X Remove V Mike Jones

X Add SV Sally Smith

| Type of Action (Check One) | Title | Name | Address |
|---|---|---|---|
| 1) ____ Change | ______ | ____________ | ____________ |
| ____ Add | | | ____________ |
| ____ Remove | | | ____________ |
| 2) ____ Change | ______ | ____________ | ____________ |
| ____ Add | | | ____________ |
| ____ Remove | | | ____________ |
| 3) ____ Change | ______ | ____________ | ____________ |
| ____ Add | | | ____________ |
| ____ Remove | | | ____________ |
| 4) ____ Change | ______ | ____________ | ____________ |
| ____ Add | | | ____________ |
| ____ Remove | | | ____________ |
| 5) ____ Change | ______ | ____________ | ____________ |
| ____ Add | | | ____________ |
| ____ Remove | | | ____________ |
| 6) ____ Change | ______ | ____________ | ____________ |
| ____ Add | | | ____________ |
| ____ Remove | | | ____________ |

E. **If amending or adding additional Articles, enter change(s) here:**
(Attach *additional sheets, if necessary*). *(Be specific)*

Attaching Share holding agreement, clarifying shareholding ownership. Where Westminster Holding Foundation of Panama City, Panama is shareholder of Westminster Foundation INC in the US as its US Branch. The Legal Representative Of both is David Alexis Benalcazar.

F. **If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:**
*(if not applicable, indicate N/A)*

**The date of each amendment(s) adoption:** 5/9/2024, if other than the date this document was signed.

**Effective date if applicable:** 5/9/2024

*(no more than 90 days after amendment file date)*

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

**Adoption of Amendment(s)** **(CHECK ONE)**

☐ The amendment(s) was/were adopted by the incorporators, or board of directors without shareholder action and shareholder action was not required.

■ The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

☐ The amendment(s) was/were approved by the shareholders through voting groups. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):*

"The number of votes cast for the amendment(s) was/were sufficient for approval

by Shareholders."

*(voting group)*

Dated 5/9/2024

Signature ______________________

(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Leonel Alomia

(Typed or printed name of person signing)

Secretary

(Title of person signing)

# Shareholder Agreement

This AGREEMENT is made and entered into as of May 09, 2024, by and among:

Westminster Holding Foundation, of Edificio Omega, Planta Baja, Ave. José de la Cruz Herrera, Panama City, Panama; established on July 20th, 2011 and who's Legal representative is David Alexis Benalcazar Rosero of 1507 Mallard Landing Blvd, Saint Johns, Florida 32259 (referred to collectively as "Shareholders" and individually as "Shareholder"), and Westminster Holding Foundation Inc whose official address is 1507 Mallard Landing Blvd, Saint Johns, Florida 32259.

## RECITALS

The Shareholders are all the shareholders of Westminster Holding Foundation Inc ("the Corporation"), a Business Branch of Westminster Holding Foundation of Panama City, Panama; in United States.

The Shareholders believe it is in their best interest to unanimously agree to terms below related to the operation, management and control of the Corporation in order to achieve harmonious balance and direction.

## AGREEMENT

In consideration of the agreements herein contained, the Shareholders agree as follows.

**1. Shares Subject to This Agreement.**

Each of the Shareholders owns the number of shares of common stock listed below: Westminster Holding Foundation of Panama City, Panama; represented by David Alexis Benalcazar Rosero – 1. (one) The shares listed above constitute all of the issued and outstanding capital stock of the Corporation. The Corporation acknowledges receipt from each Shareholder of the full consideration for the respective shares purchased by said Shareholder, and each Shareholder acknowledges receipt of certificates representing his or her shares. All of the shares listed above and any additional shares of the capital stock of the Corporation that may be acquired by the Shareholders in the future shall be subject to this Agreement.

**2. Management and Control.**

a. *Board of Directors*. Subject to Section 1, during the term of this Agreement the Board of Directors of the Corporation shall consist of all of the Shareholders, and annual or other elections of directors are waived. The Corporation shall be managed and controlled in accordance with this Agreement. Neither the Board nor the Shareholders shall be required to hold annual, regular, or special meetings, and any action or decision made by the Board or the Shareholders may be evidenced by any writing executed by the requisite number of

DAB

Shareholders as specified in this Agreement, or otherwise as the Shareholders may agree in writing. Each Shareholder, as a member of the Board, however, agrees as such to consent to or vote in favor of any resolutions as may be required by persons with whom the Corporation may have business dealings, such as, but not limited to, financial institutions and governmental agencies, to evidence corporate approvals or authorizations. Any Shareholder may authorize any other Shareholder to represent or act as proxy for the former at any meeting according to the written instructions, general or specific, of the authorizing Shareholder.

b. *Managing Shareholder.* Except as set forth in this Section, David Alexis Benalcazar Rosero, or his/her duly appointed successor (the "Managing Shareholder") shall manage, control, and operate the business and affairs of the Corporation as President and General Manager without any further action or approval by the Shareholders or the Board. The Managing Shareholder may be changed from time to time with the Consent of the Shareholders subject to the terms of any employment agreement between the Corporation and the Managing Shareholder. The Managing Shareholder shall not have the power or authority, without the Consent of the Shareholders to:

Sale of shares and Sale and purchases of Assets.

c. *Books, Records, and Reports.* The Managing Shareholder shall cause the Board to maintain the books, records, and other documents required by the Law. Notwithstanding any waiver thereof contained in the Bylaws of the Board, the Managing Shareholder shall cause the Board to furnish to the Shareholders an annual audited report.

d. *Conduct of Business.* The Managing Shareholder agrees to use the Shareholder's best efforts to cause the business of the Corporation to be conducted in accordance with sound business practices, in a lawful manner, and to endeavor to preserve for the Corporation the goodwill of its suppliers, customers, employees, and others having business relations with it.

e. *Shareholder Meetings.* There shall be no regular meetings of Shareholders of the Corporation.

f. *Employment of Shareholders.* The Shareholders shall hold the following offices of the Corporation, so long as they hold shares of stock of the Corporation, are active in the business of the Corporation and are able to perform their duties and responsibilities:

**President:** David Alexis Benalcazar Rosero

**Secretary**: Leonel Alomia (not a shareholder)

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*g. Termination of an Officer.* Any Shareholder may be terminated, by action of the Shareholders, as an officer, director, or employee of the Corporation as provided in this Section. Termination shall become effective on the adoption by all of the other Shareholders, holding at least 50% of the aggregate shares of the Corporation, at a meeting duly held after 30 days' written notice has been given to the Shareholders, of a written resolution finding that the Shareholder has:

- Failed to fulfill their responsibilities or duties as an Officer

- Engaged in misconduct or a willful breach of this Agreement

- Ceased to hold shares in the Corporation

- Been convicted by any court of any offense punishable as a felony

- Maked an assignment or agreement for the benefit of the Corporation's creditors

- Willful failure of the officer to perform substantially the officer's duties with the corporation.

In the event of any such termination, the terminated Shareholder agrees to sell to the Corporation, and the Corporation agrees to purchase, in proportion to the shares of the Corporation then owned by them, the shares of the Corporation then owned by the terminated Shareholder at a purchase price of $0.10 per share or $5,000, whichever is less. The purchased share shall then be distributed amongst the remaining Shareholders on a pro rata basis according to the percentage of the aggregate shares already owned by each remaining Shareholder. The terminated Shareholder shall be entitled to receive salary from the Corporation only for the period ending on the date of termination.

*h. Voting of Shares.* Each Shareholder shall vote or cause to be voted the shares of capital stock of the Corporation held for record or owned beneficially by the Shareholder in such a manner as will carry out the intents and purposes of, and effectuate and implement all of the covenants and agreements in this Agreement.

**3. Distributions.**

*a. Determination of Net Income or Loss.* For the purposes of this Agreement, the net income or loss of the Corporation for any accounting period shall be its gross income less the Corporation's expenses during that period, determined on an accrual basis in accordance with generally accepted accounting principles. Gross income shall include, but shall not be limited to, amounts received upon or in respect of investments of the Corporation, gains realized upon the sale or disposition of any property, and any other income received by the Corporation. Expenses shall include, but shall not be limited to, the expenses of conducting the business, salaries, interest on any loans or borrowings by the Corporation including any loans or advances to the Corporation by any Shareholder, taxes and assessments assessed to the Corporation or levied upon its properties and

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payable by it, depreciation of and losses on the Corporation's property (using any method of depreciation the Managing Shareholder deems appropriate), bad debts and contingencies for which reserves should properly be established, and any and all other expenses incidental to the conduct of the business of the Corporation.

*b. Regular Distributions of Net Income.* Unless the Managing Shareholder shall determine in good faith that the Corporation reasonably needs to retain the same to meet its obligations or to maintain a sound financial condition in light of the Corporation's reasonable financial needs, the net income of the Corporation in excess of $1.00 shall be distributed by the Corporation annually, proportionate to the percentage of shares owned by each Shareholder.

**4. Dissolution.**

*a. Restrictions on Voluntary Dissolution.* The Consent of the Shareholders shall be required to approve the voluntary dissolution of the Corporation and each Shareholder waives any right to the taking of that action by the approval, consent, or vote of a lesser percentage.

*b. Procedures During Winding Up.* On commencement of dissolution proceedings either by election of all Shareholders or otherwise, the Corporation will cease to carry on business except as necessary to wind up its business and distribute its assets. The Managing Shareholder will perform the following acts, as necessary, to wind up the affairs of the Corporation:

Employ agents and attorneys to liquidate and wind up the affairs of the Corporation;

Continue the business as necessary for the winding up of the affairs of the Corporation;

Carry out contracts and collect, pay, compromise, and settle debts and claims for or against the Corporation;

Defend suits brought against the Corporation;

Sue, in the name of the Corporation, for all sums due to the Corporation or recover any of its property;

Collect any amounts owing on subscriptions to shares or recover unlawful distributions;

Sell at public or private sale, exchange, convey, or otherwise dispose of all or any part of the assets of the Corporation for cash in an amount considered reasonable by the President, or his or her appointee (s); Make contracts and take any steps in the name of the Corporation that are necessary or convenient in order to wind up the affairs of the Corporation.

*c. Distribution of Assets on Dissolution.* The Managing Shareholder will apply the assets of the Corporation in the following order:

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To all debts and liabilities of the Corporation in accordance with the law, including the expenses of dissolution and liquidation, but excluding any debts to a Shareholder;

To all senior debts to a Shareholder in accordance with the terms of any subordination agreement;

To the accrued and unpaid interest on unsubordinated debts to a Shareholder;

To the principal of unsubordinated debts to a Shareholder;

To undistributed net profits of the Corporation, subject to the provisions of this Agreement;

To repayment of the purchase price of the shares of the Corporation actually paid by each Shareholder; and, finally,

To the Shareholders in proportion to the number of shares of the Corporation held by each.

**5. Voting.**

*a. Certain Voting Requirements.* The consent of all Shareholders shall be required to approve any of the following actions by the Board, and each Shareholder hereby waives any right to the taking of any of such actions by approval, consent, or vote of a lesser percentage:

- Amendment, repeal, or alteration in any way of any provision of the Articles of Incorporation or Bylaws of the Corporation

- Merger or consolidation of the Corporation

- Transfer of all or substantially all of the assets of the Corporation

**6. Restrictions On Transfer.**

*a. Restrictions on Transfer.* To accomplish the purposes of this Agreement, any transfer, sale, assignment, hypothecation, encumbrance, or alienation of any of the shares of the Corporation, other than according to the terms of this Agreement is void and transfers no right, title, or interest in or to those shares to the purported transferee, buyer, assignee, pledgee, or encumbrance holder. Each Shareholder shall have the right to vote shares held of record and to receive dividends paid on them until the shares are sold or transferred in accordance with this Agreement.

*b. Permitted Transfers.* A Shareholder may transfer all or any part of his or her shares to: a spouse, ancestors or lineal descendants or the spouses of any of such persons, or to any trust solely for the benefit of the Shareholder or any of the foregoing persons, provided that each such permitted transferee shall first agree in writing to be bound by the terms and provisions of this Agreement. A Shareholder may also transfer all or any part of his or her

DAB

shares if that transfer is approved in writing by a majority of the aggregate of the remaining, untransferred shares.

**7. Dispute Resolution.**

*Alternative Dispute Resolution.* The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

**8. Noncompetition, Trade Secrets.**

*a. Noncompetition.* Each Shareholder agrees that as long as he or she is the owner, or in control of, any of the Corporation's shares, the Shareholder will not be employed, concerned, or financially interested, either directly or indirectly, in the same or a similar business as that conducted by the Corporation, or compete with the Corporation. Unless otherwise agreed to in writing by a majority of the remaining Shareholders, a departing Shareholder will not be employed, concerned, or financially interested, either directly or indirectly, in the same or a similar business as that conducted by the Corporation, or compete with the Corporation for a one-year period following the date the departing Shareholder conveys his or her shares if any customers of the same, similar, or competing business may be located within a 100 mile radius of the principal place of business of the Corporation.

*b. Trade Secrets.* Each Shareholder acknowledges that the customer lists, potential customer lists, trade secrets, processes, methods, and technical information of the Corporation and any other matters designated by the written consent of all Shareholders are valuable assets. Unless he or she obtains the written consent of each of the other Shareholders, each Shareholder agrees never to disclose to any individual and organization, except in authorized connection with the business of the Corporation, any customer list, or any name on that list, or any trade secret, process, or other matter referred to in this paragraph while the Shareholder holds, or has the control of, any shares of the Corporation, or at any later time.

This Agreement is in compliance with the Defend Trade Secrets Act and provides civil or criminal immunity to any individual for the disclosure of trade secrets: (i) made in confidence to a federal, state, or local government official, or to an attorney when the disclosure is to report suspected violations of the law; or (ii) in a complaint or other document filed in a lawsuit if made under seal.

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**9. Termination and Amendment.**

a. This Agreement shall remain in effect until all the Shareholders agree to termination in writing. Notwithstanding an original issuance of shares by the Corporation to a new shareholder who does not become a party to this Agreement, this Agreement shall continue to the extent it is legally enforceable.

b. This Agreement may be amended only by a written agreement executed and delivered by each Shareholder.

**10. Miscellaneous Provisions.**

a. *Waiver of Law.* This Agreement does not alter or waive any provision of the Law except as expressly provided herein; provided, however, each Shareholder hereby expressly waives the provisions of the Law to the full extent permitted by the Law in order to uphold the provisions and validity of this Agreement and to cause this Agreement to be valid, binding, and enforceable in accordance with its terms upon each of the Shareholders and their respective transferees, successors and assigns.

b. *Notices.* Any notice under this Agreement shall be deemed sufficiently given by one party to another if in writing and if and when delivered or tendered either in person or by the deposit of it in the United States mail in a sealed envelope, registered or certified, with postage prepaid, addressed to the person to whom notice is being given at that person's address appearing on the records of the Corporation or any other address as may have been given by that person to the Corporation for the purposes of notice in accordance with this subsection. A notice not given as above shall, if it is in writing, be deemed given if and when actually received by the party to whom it is required or permitted to be given. It is the responsibility of each Shareholder to ensure that the Corporation has the Shareholder's correct address to receive notice.

c. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action to enforce this Agreement must be brought within the state whose laws govern this Agreement.

d. *Captions.* Captions to sections, subsections, and paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

e. *Counterparts and Duplicate Originals.* This Agreement and all amendments may be executed in several counterparts and each counterpart shall constitute a duplicate original of the same instrument.

f. *Successors.* Anything in this Agreement to the contrary notwithstanding, any transferee, successor, holder, or assignee, whether voluntary, by operation of law, or otherwise, of the

DAB

shares of the Corporation shall be subject to and bound by this Agreement as fully as though a signatory.

g. *Severability.* Any provision prohibited by, unlawful or unenforceable under any applicable law of any jurisdiction shall as to that jurisdiction be ineffective without affecting any other provision of this Agreement. To the full extent, however, that the provisions of that applicable law may be waived, they are waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

h. *Recovery of Expenses.* Except as provided in Section 7 with respect to alternative dispute resolution, if a dispute arises with respect to this Agreement, the prevailing party shall be entitled to recover all expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred in ascertaining that party's rights, in preparing to enforce, or in enforcing that party's rights under this Agreement, whether or not it was necessary for that party to institute suit.

i. *Remedies.* The parties shall have all remedies for breach of this Agreement available to them provided by law or equity. Without limiting the generality of the foregoing, the parties agree that in addition to all other rights and remedies available at law or in equity, the parties shall be entitled to obtain specific performance of the obligations of each party to this Agreement and immediate injunctive relief and that in the event any action or proceeding is brought in equity to enforce the same, no Shareholder will urge, as a defense, that there is an adequate remedy at law.

j. *Third Parties.* Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and the Corporation and their respective permitted transferees, successors, and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement or to the Corporation, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement or the Corporation.

k. *Time.* Time is of the essence of this Agreement.

l. *Filing of Agreement.* A copy of this Agreement, as amended from time to time, shall be filed with the Secretary of the Corporation for inspection by any prospective purchaser of shares of the Corporation.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date above written.

SHAREHOLDERS:

DAB

David Alexis Benalcazar

BY____________________________________ Date: *May 9, 2024*

Westminster Holding Foundation

David Alexis Benalcazar Rosero

Registro Público de Panamá

FIRMADO POR: EDUARDO ANTONIO ROBINSON ORELLANA
FECHA: 2015.08.26 13:36:53 -05.00
MOTIVO: SOLICITUD DE PUBLICIDAD
LOCALIZACION: PANAMA, PANAMA

No. 296456

## CERTIFICADO DE FUNDACIÓN

CON VISTA A LA SOLICITUD

ENTRADA 374189/2015 (0) DE FECHA 26/08/2015

QUE LA FUNDACIÓN

WESTMINSTER HOLDING FOUNDATION
TIPO DE FUNDACIÓN: FUNDACION
SE ENCUENTRA REGISTRADA EN (PERSONA JURÍDICA) FOLIO Nº 47240 (U) DESDE EL MIÉRCOLES, 20 DE JULIO DE 2011
- QUE LA FUNDACIÓN SE ENCUENTRA VIGENTE

- QUE SUS MIEMBROS SON:
FUNDADOR: OWA FOUNDER INC.
MIEMBRO: MICARE CORP
AGENTE RESIDENTE: OWENS & WATSON

- QUE SU PATRIMONIO ES 10,000.00 DÓLARES AMERICANOS

- DETALLE DEL PATRIMONIO:
EL PATRIMONIO INICIAL DE LA FUNDACION ES DE DIEZ MIL DOLARES 10,000.00

QUE SU DURACION ES PERPETUA
QUE SU DOMICILIO ES PANAMÁ PROVINCIA PANAMA

**EXPEDIDO EN LA PROVINCIA DE PANAMÁ EL MIÉRCOLES, 26 DE AGOSTO DE 2015 A LAS 01:10 PM.**

**NOTA: ESTA CERTIFICACIÓN PAGÓ DERECHOS POR UN VALOR DE 0.00 BALBOAS**

Este documento ha sido firmado con firma electronica calificada por EDUARDO ANTONIO ROBINSON ORELLANA

La autenticidad de este documento puede ser verificada en el Servicio Web de Verificacion: https://www.registro-publico.gob.pa

**APOSTILLE**

**Convention de La Haye du 5 octobre 1961**

1. País: PANAMÁ

El presente documento Público

2. Ha sido firmado por ______

3. quién actúa en calidad de: ______

4. y está revestido del sello/timbre de: ______

CERTIFICADO

5. EN PANAMÁ 6. el 27 AGO 2015

7. por DIRECCIÓN ADMINISTRATIVA

8. Bajo el numero: ______

9. Sello/timbre ______ 10. Firma: ______

MINISTERIO DE GOBIERNO

Esta Autorización no implica responsab...

**REPUBLICA DE PANAMA**

Owens & Watson

Attorneys-at-Law

Teléfonos: (507) 300-0422
(507) 300-0423
Fax: (507) 300-0426

Apartado Postal
0823-00015
Panamá.
República de Panamá

**COPIA NOTARIAL INSCRITA DE LA**
**ESCRITURA PUBLICA No.** 5356 **DE** 07 Julio **DE** 2011

**POR LA CUAL:** se protocoliza un Acta Fundacional de la Fundacion de Interes Privado WESTMINISTER HOLDING FOUNDATION.

**Protocolizada en Notaria Pública**
**del Circuito Notarial de Panamá**

165 REPUBLICA de PANAMA
0211 * TIMBRE NACIONAL *
7400
≡008.00
11 07 11 P.B 1017

REPUBLICA DE PANAMA
PAPEL NOTARIAL

NOTARIA OCTAVA DEL CIRCUITO DE PANAMA

**ESCRITURA PUBLICA NUMERO CINCO MIL TRECIENTOS CINCUENTA Y SEIS** ----------
------------------------------(5356) ------------------------------------
Por la cual se protocoliza el Acta Fundacional de la Fundación de Interés Privado denominada **WESTMINSTER HOLDING FOUNDATION** ------------------------
--------------------------Panamá, 7 de julio de 2011 -------------------

En la ciudad de Panamá, Capital de la República y Cabecera del Circuito Notarial del mismo nombre, a los siete (7) días del mes de julio de dos mil once(2011), ante mí, **JUAN JOSÉ FERRÁN TEJEDOR**, Notario Público Octavo del Circuito Notarial de Panamá, con cédula de identidad personal número nueve-noventa y cuatro-ciento cinco (9-94-105), compareció personalmente **RAMSES OWENS SAAD**, varón, panameño, mayor de edad casado, abogado en ejercicio, con cédula de identidad personal número ocho - doscientos noventa y dos - setecientos sesenta y seis (8-292-766), a quien conozco y me manifestó lo siguiente: ------------------------------------------------

**PRIMERO**: Que representa a la Sociedad Civil **OWENS & WATSON**, sociedad civil de abogados debidamente inscrita a Ficha treinta y tres mil setecientos cuarenta y uno (33741) del Departamento de Mercantil, Personas Civiles, del Registro Público. ------------------------------------------------

**SEGUNDO**: Que está debidamente facultada para este acto, en su calidad de Socia de la Sociedad Civil **OWENS & WATSON**. --------------------------------

**TERCERO**: Que la Sociedad Civil **OWENS & WATSON** han sido nombrados como Agentes Residentes de la Fundación de Interés Privado **WESTMINSTER HOLDING FOUNDATION** conforme consta en el Acta Fundacional que se protocoliza más adelante. ------------------------------------------------------------

**CUARTO**: Que en virtud de lo anterior, me presenta para su protocolización en esta Escritura Pública, como en efecto protocolizo, el Acta Fundacional de la fundación de interés privado denominada **WESTMINSTER HOLDING FOUNDATION**, escrita en inglés, con su correspondiente traducción al español, el cual se transcribe en la copia de este instrumento. ----------

Queda hecha la protocolización solicitada y se expedirán las copias que---

oliciten los interesados. - Advertí a las comparecientes que la copia de sta Escritura debe registrarse, y leida como les fue la misma en resencia de los testigos instrumentales, **AURIE ESCOBAR**, con cédula de dentidad personal número ocho-setecientos setenta y seis-cuatrocientos reinta y seis (8-776-436) y **AIXA QUINTERO**, con cédula de identidad ersonal número tres-setecientos diecinueve-setecientos nueve (3-719-09), mayores de edad y vecinas de esta ciudad, a quienes conozco, y son ábiles para el cargo, la encontraron conforme, le impartieron su probación y para constancia la firman todos por ante mí, el Notario que oy fe.--------------------------------------------------------------------

sta Escritura Pública lleva el número de orden **CINCO MIL TRECIENTOS INCUENTA Y SEIS**---------------------------------------------------------

-----------------------------(5356)--------------------------------------

fdo.) RAMSES OWENS --- (fdo.) AURIE ESCOBAR --- (fdo.) AIXA QUINTERO --- fdo.) **JUAN JOSÉ FERRÁN TEJEDOR**, Notario Público Octavo del Circuito otarial de Panamá.-----------------------------------------------------

**RADUCCIÓN:--ACTA FUNDACIONAL DE LA FUNDACIÓN DE INTERÉS PRIVADO ENOMINADA WESTMINSTER HOLDING FOUNDATION**--------------------------------

os suscritos, **ALEX ALEXANDER KING**, varón, mayor de edad, soltero, ficinista, vecino de esta ciudad, con cédula de identidad personal número cho-setecientos noventa y dos-mil setecientos sesenta y seis (8-792-1766) **JOEL WATSON**, varón, mayor de edad, casado, abogado, vecino de esta iudad, con cédula de identidad personal número cuatro-doscientos ochenta dos-seiscientos cuarenta y ocho (4-282-648) y en nombre y representación e **OWA FOUNDERS INC.**, sociedad panameña debidamente inscrita en la Sección e Micropelículas (Mercantil) del Registro Público a Ficha siete dos seis ero cinco dos (726052), Documento uno nueve dos cero cero cinco cuatro 1920054), en su calidad de fundadora conforme a las disposiciones de la ey Número 25 del 12 de junio de 1995 de la República de Panamá, por este edio constituyen una Fundación de Interés Privado como persona jurídica,--

bajo las leyes de la República de Panamá, en los siguientes términos:------

**NOMBRE**. El nombre de la Fundación es **WESTMINSTER HOLDING FOUNDATION**. ----

**SEGUNDO: PATRIMONIO FUNDACIONAL**. El patrimonio inicial de la Fundación es de **DIEZ MIL DÓLARES (US$10,000.00)**, moneda de curso legal de los Estados Unidos de América, en cumplimiento del mínimo legal. --------------------

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**TERCERO: MIEMBROS DEL CONSEJO DE FUNDACIÓN. -- OWA COUNCIL INC.**, con domicilio de referencia en Edificio Omega, Piso 2, Avenida Samuel Lewis y Calle 53, Apartado Postal 0823-00015, Panamá, República de Panamá. Los puestos dignatarios, así como los procedimientos internos, derechos políticos y patrimoniales, serán regulados en el Reglamento. El Consejo de Fundación, por Resolución, aprobará renuncias, llenará vacantes y, por mayoría, podrá remover a miembros, todo lo cual será también regulado por el Reglamento, con la aprobación del Protector, si lo hubiere. El Consejo de Fundación conformado por una persona jurídica actuará por intermedio de su Representante Legal, o su único Director, o su único Administrador. Los miembros del Consejo de Fundación no serán responsables por sus actos, ni por pérdida o deterioro de bienes, si mediare autorización previa del Protector, comité o cualquier órgano de fiscalización. ------------------------------------------------

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**CUARTO: REPRESENTANTES LEGALES y FACULTADES PARA OBLIGAR A LA FUNDACIÓN**. La Representación Legal la asumirán, indistintamente y de forma individual, los directores y/o dignatarios de la persona jurídica miembro del Consejo de Fundación. Cualesquiera dos (2) miembros del Consejo de Fundación podrán, con sus firmas, obligar a la Fundación, pudiendo celebrar contratos, comparecer ante notario y realizar transacciones en nombre de la Fundación. Las obligaciones y deberes de la Fundación, así como de sus entes gobernativos, será normado en el Reglamento enmarcado siempre dentro de la ley, la moral, las buenas costumbres y el orden público. Será opcional celebrar sesiones del Consejo de Fundación, en cuyo caso se expedirán actas con las firmas de quienes actúen como Presidente y---------

Secretario de la reunión. **QUINTO: DOMICILIO.** El domicilio de la Fundación es el Edificio Omega, Piso 2, Avenida Samuel Lewis y Calle 53, Apartado Postal 0823-00015, Ciudad de Panamá, República de Panamá. **SEXTO: FINES DE LA FUNDACIÓN:** La Fundación tiene como finalidad servir de sostén patrimonial del mandante o principal de la Fundación y su familia, servir de tenedora, accionista, cuota-habiente y participante de los negocios que se emprendan por el mandante o principal, ser receptora de los dividendos y ganancias de los negocios que emprenda el mandante o principal, así como coordinar la correcta sucesión patrimonial; y Reglamentar en su seno los asuntos de naturaleza patrimonial, toma de decisiones, derechos políticos, sucesión ordenada de activos y patrimonio, clientela, facturación, primas y bonificaciones, participación en las ganancias de familiares y demás personas, dentro del caudal de bienes, activos y patrimonio de la familia del mandante o principal, conjuntamente con todas las entidades subsidiarias, filiales y relacionadas, según se vayan transfiriendo a la Fundación. ----------------------------------------------------------

**SÉPTIMO: AGENTE RESIDENTE.** El Agente Residente de la Fundación es la firma de abogados **OWENS & WATSON**, con oficinas en el Edificio Omega, Piso 2, Avenida Samuel Lewis y Calle 53, Apartado Postal 0823-00015, Ciudad de Panamá, República de Panamá.-------------------------------------------------

**OCTAVO: FORMA DE DESIGNAR A LOS BENEFICIARIOS.** Los temas relacionados con los Beneficiarios, así como sus porcentajes, sucesión y demás asuntos serán normados en el Reglamento, a enmendarse en la forma en que dicho Reglamento determine. El Consejo de Fundación podrá certificar, por escrito, en todo momento, sobre el listado de Beneficiarios y proporciones de participación.

**NOVENO: MODIFICACIÓN DEL ACTA FUNDACIONAL.** El Consejo de Fundación, está autorizado para modificar la presente Acta Fundacional, con la aprobación del Protector, si lo hubiere; y conforme se norme en el Reglamento. ---------------------------------------------------------

**DÉCIMO: DURACIÓN.** La Fundación es de duración ilimitada, y sólo podrá ser--

disuelta mediante acuerdo del Consejo de Fundación; y conforme se regule en el Reglamento, con la anuencia del Protector, si lo hubiere. -----------

**UNDÉCIMO: DESTINO DE LOS BIENES**. El Consejo de Fundación podrá distribuir el patrimonio y sus réditos, clientela y demás, durante la vida de la Fundación, y a su liquidación, de acuerdo con lo establecido en el Reglamento, siempre con la aprobación del Protector, si lo hubiere.--------

**DUODÉCIMO: PROTECTORES**. El Consejo de Fundación podrá nombrar a uno (1) o más Protectores (o cualquier denominación que se desee dar a esta persona natural o jurídica) en el Reglamento. Las renuncias, remociones, reemplazos, facultades, funciones, sesiones, toma de decisiones y prerrogativas del Protector o Protectores serán determinados en el Reglamento. ------------------------------------------------------------

**DECIMOTERCERO: DISOLUCIÓN Y LIQUIDACIÓN**. El Consejo de Fundación está facultado para disolver la Fundación y para nombrar uno o más liquidadores si lo considera necesario de acuerdo al procedimiento que establezca el Reglamento y conforme a la aprobación del Protector, si lo hubiere.--------

**DECIMOCUARTO: EL REGLAMENTO**. El Consejo de Fundación, está facultado para emitir el Reglamento de la Fundación, el cual podrá ser refrendado por el primer Protector, a opción de éste; y sólo el Consejo de Fundación podrá modificar el Reglamento, conforme a las formalidades que el Reglamento establezca, con la aprobación del Protector, si lo hubiere. El mismo contendrá lo necesario respecto a los Beneficiarios, así como sus derechos, distribuciones, sucesiones y participaciones, así como las reglas sobre el Protector o Protectores, sus sustitutos o reemplazos y todo aquello que coadyuve al buen desenvolvimiento de la Fundación y sus subsidiarias. En caso de fallecimiento o pérdida de capacidad mental de discernimiento del Protector o del mandante o principal de la Fundación, el Reglamento no podrá modificarse o variarse en lo medular, es decir, en lo atinente a los Beneficiarios y sus participaciones y reglas de sucesión.-----------------

**DECIMOQUINTO: CITACIONES**. Las citaciones para las reuniones o sesiones--

de cualesquiera órganos de decisión se harán mediante entrega personal, llamada telefónica, correo electrónico o cualquier medio de comunicación.--

**DECIMOSEXTO: CAMBIO DE JURISDICCIÓN.** Cuando el Consejo de Fundación lo considere necesario, podrá a su entera y absoluta discreción, transferir la Fundacion a la jurisdicción de otro pais.----------------------------------

**DECIMOSÉPTIMO: SELLO.** La Fundación podrá, si el Consejo de Fundación lo considera conveniente, adoptar su propio sello fundacional. El presente documento ha sido firmado por el Fundador en la Ciudad de Panamá, República de Panamá, el dia siete (7) de julio del año dos mil once (2011). ---------

(fdo.) **ALEX ALEXANDER KING, por OWA FOUNDERS INC.**, Fundador -------------

(fdo.) **JOEL WATSON, por OWA FOUNDERS INC.**, Fundador ----------------------

Refrendado por el Agente registrado: (fdo.) (Ilegible) - Sello - Licdo. Ramsés Owens Saad - Socio / Abogado - OWENS & WATSON. ---------------------

**LO ANTERIOR ES TRADUCCIÓN FIEL Y COMPLETA DE SU ORIGINAL EN IDIOMA INGLÉS.** --- **SELLO** --- **Traductor Público Autorizador - Licda. Nalini Navarro Guardia (fdo.) NALINI NAVARRO GUARDIA, Res. No.379 del 01-09-2003. Panamá, República de Panamá.**---------------------------------------------

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**TRANSLATION: FOUNDATION CHARTER OF THE PRIVATE FOUNDATION PHOENIX WESTMINSTER HOLDING FOUNDATION** --------------------------------------------

The undersigned, **ALEX ALEXANDER KING**, male, of legal age, single, clerk, resident of this city, holder of Personal Identity Card number eight-seventy hundred ninety two-one thousand seven hundred sixty six (8-792-1766) and **JOEL WATSON**, male, of legal age, married, lawyer, resident of this city, holder of Personal Identity Card number four-two hundred eighty two-six hundred forty eight (4-282-648), in the name and on behalf of **OWA FOUNDER INC.**, a Panamanian company duly registered at the Microfilm (Mercantile) Section of the Public Registry at Microjacket seven two six zero five two (726052), Document one nine two zero zero five four (1920054), acting as Founder in accordance with the provisions of Law 25--

of 12th June 1995 of the Republic of Panama, hereby establishes a Private Foundation, a juridical person governed by the laws of the Republic of Panama, having the following characteristics: --------------------------

**FIRST: NAME**. The name of the Foundation is **WESTMINSTER HOLDING FOUNDATION**.

**SECOND: FOUNDATION ASSETS**. The Foundation's initial assets are of **TEN THOUSAND DOLLARS (US$ 10,000.00)**, the currency of the United States of American, as per the minimum requirement. -------------------------------

**THIRD: MEMBERS OF THE FOUNDATION COUNCIL. -- OWA COUNCIL INC.**, domiciled at Omega Building, 2nd Floor, Samuel Lewis Ave. and 53rd Street, P.O. Box 0823-00015, Panama City, Republic of Panama. Officer positions, as well as internal procedures, political and patrimonial rights will be regulated in the Regulations. The Foundation Council, by means of a Resolution, will approve resignations, fill vacancies and, through a majority, may remove members, all of which will also be regulated by the Regulations, with the approval of the Protector, if applicable. The Foundation Council, formed by a body corporate, will act through its Legal Representative, or its Sole Director, or Sole Administrator. The members of the Foundation Council will not be held liable for their actions, or for loss or deterioration of property, if prior authorization is required from the Protector, a committee or any type of supervisory body. ----------------

**FOURTH: LEGAL REPRESENTATIVES AND POWER TO BIND THE FOUNDATION**. Legal Representation will be assumed, independent and individually, by Directors or Officers of the body corporate in its capacity as member of the Foundation Council. Any two (2) members of the Foundation Council, with their signatures, may jointly bind the Foundation through signing contracts, appearing before Notaries and performing transactions on behalf of the Foundation. The duties and obligations of the Foundation, as well as of its governing bodies, will be normed by the Regulations, always in accordance with the Law, morality and public order. It is optional to hold Foundation Council sessions, in which case, Minutes will be drawn up with the signatures of those who act as Chairman and Secretary of the meeting.

**FIFTH: DOMICILE**. The domicile of the Foundation is Omega Building, 2nd Floor, Samuel Lewis Ave. and 53rd Street, P.O. Box 0823-00015, Panama City, Republic of Panama. ------------------------------------------

**SIXTH: PURPOSES OF THE FOUNDATION**. The Foundation has as its purpose, to serve as patrimonial support to the Foundation's principal and his/her family; to serve as custodian, shareholder, and participant of the business conducted by the principal; to receive dividends and revenue of the business conducted by the principal; as well as to coordinate adequate estate planning; to regulate patrimonial affairs, decision-making, political rights, clientele, invoicing, premiums and bonuses, participation in the revenue of relatives and others, within the assets of the principal's family, jointly with all subsidiary, affiliate and other related entities, as they are transferred into the Foundation. -----------

**SEVENTH: RESIDENT AGENT**. The Resident Agent of the Foundation is the law firm of **OWENS & WATSON**, with offices at Omega Building, 2nd Floor, Samuel Lewis Ave. and 53rd Street, P.O. Box 0823-00015, Panama City, Republic of Panama.------------------------------------------------------------

**EIGHTH: DESIGNATING BENEFICIARIES**. Any affairs related to the Beneficiaries, as well as their percentages, inheritance and other issues will be normed by the Regulations, to be amended as indicated by the Regulations. The Foundation Council may certify, in writing, at any time, with respect to the list of Beneficiaries and ratio of participation. ----

**NINTH: AMENDMENTS TO THE FOUNDATION CHARTER**. The Foundation Council is authorized to amend this Foundation Charter, with the approval of the Protector, if applicable, and in accordance with the Regulations. --------

**TENTH: TERM**. The term of the Foundation is indefinite and may only be dissolved through an agreement on behalf of the Foundation Council, and in accordance with the Regulations, with the consent of the Protector, if applicable. ------------------------------------------------------------

**ELEVENTH: DESTINATION OF ASSETS**. The Foundation Council may distribute assets and their revenue, clientele and others, during the existence of the Foundation and at the moment of its liquidation, if in accordance with the Regulations, and always approved by the Protector, if applicable. ---

**TWELFTH: PROTECTORS**. The Foundation Council may name one (1) or more Protectors (or any denomination they wish to assign to this natural or corporate entity) in the Regulations. Resignations, removals, replacements, faculties, functions, sessions, decision-making and privileges of the Protector(s) will be set forth in the Regulations. ----

**THIRTEENTH: DISSOLUTION AND LIQUIDATION**. The Foundation Council is authorized to dissolve the Foundation and name one (1) or more liquidators if it considers it necessary in accordance to the procedures set forth by the Regulations and with the approval of the Protector, if applicable. --

**FOURTEENTH: REGULATIONS**. The Foundation Council is authorized to issue the Foundation Regulations, which may be endorsed by the first Protector if he/she so wishes; and only the Foundation Council is able to amend the Regulations, in accordance to the formalities set forth by the Regulations, with the approval of the Protector, if applicable. Said Regulations will contain all matters necessary with respect to the Beneficiaries, as well as their rights, distributions, inheritance and participation, as well as the rules regarding the Protector(s), their proxies or replacements, and anything that may contribute to the smooth operation of the Foundation and its subsidiaries. In the event of the demise or loss of mental capacity of the Protector or principal, the Regulations may not be amended or changed in their essence, in other words, with regards to the Beneficiaries and their participation and inheritance rules. ----------------------------------------------------

**FIFTEENTH: NOTICE**. Notice for meetings or sessions of any decision-making entities, will be delivered personally, by telephone, email or any means of communication. ----------------------------------------------------

**SIXTEENTH: CHANGE OF JURISDICTION**. When the Foundation Council considers it necessary, it may, at its complete and absolute discretion, transfer the Foundation to the jurisdiction of another country. ------------------

**SEVENTEETH: SEAL**. The Foundation may, if the Foundation Council considers it convenient, adopt its own foundational seal. The current document has been signed by the Founder in Panama City, Republic of Panama, on the seven (7) day of July of two thousand eleven (2011). ---------------------

(signed) ALEX ALEXANDER KING, by OWA FOUNDER INC. - ----------------------

(signed) JOEL WATSON, by OWA FOUNDER INC. --------------------------------

Countersigned by the Resident Agent (signed) (illegible) Seal. - Ramses Owens Saad, Lawyer / Partner - OWENS & WATSON. ----------------------------

Concuerda con su original esta copia que expido, sello y firmo en la ciudad de Panamá a los siete (7) del mes de julio de dos mil once (2011)-------

**INGRESADO EN EL REGISTRO PÚBLICO DE PANAMÁ**

| | |
|---|---|
| Provincia: Panamá | Fecha y Hora: 2011/07/19 10:47:49:8 |
| Tomo: 2011 | Asiento: 132658 |
| Presentante: IDANIA SOTO | Cedula: 8-348-91 |
| Liquidación No.: 7011749927 | Total Derechos: 60.00 |
| Ingresado Por: MIDEMA | |

Esmeraldo Peñaloza

Jefe de Diario

REPUBLICA DE PANAMA · REGISTRO PUBLICO

47240 F/P

20/2755

fundacion

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20 de Julio de 2011

FP 47240 Doc 2012755

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## Registro Público de Panamá

FIRMADO POR: GERTRUDIS BETHANCOURT GUZMAN
FECHA: 2021.10.22 13:51:13 -05:00
MOTIVO: SOLICITUD DE PUBLICIDAD
LOCALIZACION: PANAMA, PANAMA

## CERTIFICADO DE PERSONA JURÍDICA

CON VISTA A LA SOLICITUD

403089/2021 (0) DE FECHA 22/10/2021

QUE LA SOCIEDAD

MICARE CORP.
TIPO DE SOCIEDAD: SOCIEDAD ANONIMA
SE ENCUENTRA REGISTRADA EN (MERCANTIL) FOLIO Nº 654701 (S) DESDE EL MARTES, 10 DE MARZO DE 2009
- QUE LA SOCIEDAD SE ENCUENTRA VIGENTE

- QUE SUS CARGOS SON:

SUSCRIPTOR: ENDERS INC.
SUSCRIPTOR: ROCKALL INC.

DIRECTOR: DAVID BENALCAZAR ROSERO
DIRECTOR: JOHANA ELIZABETH TRUJILLO MENA
DIRECTOR: WASHINGTON TORRES BALCAZAR
PRESIDENTE: DAVID BENALCAZAR ROSERO
TESORERO: WASHINGTON TORRES BALCAZAR
SECRETARIO: JOHANA ELIZABETH TRUJILLO MENA

AGENTE RESIDENTE: BUFETE MF & CO.

- QUE LA REPRESENTACIÓN LEGAL LA EJERCERÁ:
EL REPRESENTANTE LEGAL DE LA SOCIEDAD ES EL PRESIDENTE Y EL SECRETARIO TENDRA TAMBIEN LA REPRESENTACION LEGAL DE MICARE CORP.EL TESORERO EN AUSENCIA DEL PRESIDENTE Y DEL SECRETARIO PODRA REPRESENTAR A LA SOCIEDAD

- QUE SU CAPITAL ES DE 10,000.00 DÓLARES AMERICANOS
EL CAPITAL AUTORIZADO DE LA SOCIEDAD ES DE 10,000.00 DOLARES DIVIDIDO EN 10,000 ACCIONES NOMINATIVAS QUE TIENEN UN VALOR NOMINAL DE UN 1.00 DOLAR CADA UNA.

- QUE SU DURACIÓN ES PERPETUA
- QUE SU DOMICILIO ES PANAMÁ , PROVINCIA PANAMÁ

### ENTRADAS PRESENTADAS QUE SE ENCUENTRAN EN PROCESO

-NO HAY ENTRADAS PENDIENTES.

RÉGIMEN DE CUSTODIA: CONFORME A LA INFORMACIÓN QUE CONSTA INSCRITA EN ESTE REGISTRO, LA SOCIEDAD OBJETO DEL CERTIFICADO NO SE HA ACOGIDO AL RÉGIMEN DE CUSTODIA.

**EXPEDIDO EN LA PROVINCIA DE PANAMÁ EL VIERNES, 22 DE OCTUBRE DE 2021A LAS 11:13 A.M..**

**NOTA: ESTA CERTIFICACIÓN PAGÓ DERECHOS POR UN VALOR DE 30.00 BALBOAS CON EL NÚMERO DE LIQUIDACIÓN 1403222220**