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LIMITED LIABILITY PARTNERSHIP AGREEMENT

OF
BISCAYNE HARBOR ASSETS LLP

Between

Mrs. Alicia De Lourdes Rosales Pino

Mrs. Patricia De Lourdes Rosales Pino

And

Mr. Carlos Benjamin Rosales Pino

22.09.2009

LIMITED LIABILITY PARTNERSHIP AGREEMENT between Mrs. ALICIA DE LOURDES ROSALES PINO, Ecuadorian, having its registered office at Km. 6.5 Via Duran Tambo, Guayaquil, Ecuador (hereinafter referred to as "Member 1") OF THE ONE PART; Mrs. PATRICIA DE LOURDES ROSALES PINO, having its registered office at Km. 6.5 Via Duran Tambo, Guayaquil, Ecuador (hereinafter referred to as "Member 2") OF THE OTHER PART and Mr. CARLOS BENJAMIN ROSALES PINO, having its registered office at Km. 6.5 Via Duran Tambo, Guayaquil, Ecuador (hereinafter referred to as "Member 3") OF THE OTHER PART.

WHEREAS the parties hereto have agreed to enter into Partnership with each other with the intention of carrying on the business of commercial and trading activities as well as supplying of services in general in favour and interest of economic operators of any kind and nationality.

THEREFORE the parties hereto HAVE AGREED and DO HEREBY AGREE and DECLARE as follows:

1 Limited Liability Partnership

this Limited Liability Partnership has been formed under the provisions of the Limited Liability Partnership Act 2000 and the Limited Liability Partnership Regulations 2001;

- (a) the Limited Liability Partnership hereby constituted (hereinafter referred to as "the LLP") shall be a Limited Liability Partnership;
- (b) The three Members are Designated Members.

and the LLP shall be subject to the provisions of the Limited Liability Partnership Act 2000 and the Limited Liability Partnership Regulations 2001 insofar as not expressly and lawfully varied by these presents.

2 Firm Name

The firm name shall be "BISCAYNE HARBOR ASSETS LLP".

3 Term

The LLP shall, notwithstanding the date or dates hereof, be deemed to have commenced on Tuesday, 22 September 2009 and, subject to any agreement made between the Members to contrary effect, shall be dissolved and terminate automatically without the requirement of further notice by or to any party on the date of the first to occur of:-

the expiry of a period of fifty years commencing on Tuesday, 22 September 2009;

- (a) either Member 1 or Member 2 or Member 3 going into liquidation either compulsory or voluntary (save for the purpose of solvent reconstruction or amalgamation) or having a receiver, administrative receiver or administrator or similar officer appointed in respect of the whole or any part of its assets or making a scheme of arrangement for the benefit of its creditors, or threatening to do any of these things; the dissolution of the LLP in terms of a written notice to that effect served by any Member no later than one year prior to the date on which such dissolution is to take effect.

4 LLP Business

- (1) The business of the LLP shall include without limitation the activities contained in the first schedule hereto.
- (2) The registered office of the LLP shall be International House, 1 St. Katharine's Way, London E1W 1UN - UK.



5 Capital Contribution

the Members hereby state to have contributed the following sums: £33.00 (Thirty three Pounds) by Member 1; £33.00 (Thirty three Pounds) by Member 2 and £34.00 (Thirty four Pound) by Member 3 as capital of the LLP for a total sum of £100.00, which sum of contributed capital shall be repaid to the Members only upon termination of the LLP and all other capital required from time to time by the LLP shall be either contributed equally by the Members or in different proportion after separate written agreement signed by the Members;

6 Division of Profits

The profits of the LLP (including profits of a capital nature) shall be shared between the Members in the following proportions:-

Member 1: 33%

Member 2: 33%

Member 3: 34%

7 Share of Losses

the Members shall bear the same proportion of the losses of the LLP (including losses of a capital nature) as their proportion of the capital for the time being of the LLP, provided that such liability shall be limited to the amount of Capital contributed by them.

8 Management

- (1) The Members may at any time inspect the books of the LLP and examine the state and prospects of the LLP business and consult with themselves; all of them take part in the management of the LLP business and have equal power to bind the LLP.
- (2) The LLP shall be carried on by any Members acting interchangeably and the Members are bound to devote reasonable time and attention to the business of the LLP.
- (3) The Members shall at all times use their best skill and endeavours to promote the LLP business.

Proper books of account shall be kept promptly posted and such books shall be available at all times for inspection by each of the Members and by the LLP accountants who shall be Croucher Needham, 85 Tottenham Court Road, London W1T 4QT. A profit and loss account and balance sheet for the LLP business shall be prepared at the end of the first and every subsequent and financial year of the LLP by the LLP accountants. Every such account and balance sheet shall be signed by the Members and shall thereupon become binding on them except that either Member shall be entitled to require rectification of any manifest error discovered in any such account or balance sheet within six months of the date when the same was signed by him.

9 Assignment of a Member's Share

the assignment of the share of any Member in the LLP shall always be completed after formal written consent of the other Member of the LLP.

10 Consequences of Termination



In the event of the LLP being terminated, the assets thereof shall be realised by the Members and the whole proceeds of realisation shall belong equally to the Members subject to repaying the Members the capital contribution as agreed in point 5 above.

11 Registration

The parties hereto shall sign all documents required for registration of the LLP in accordance to the Limited Liability Partnership Act 2000 and the Limited Liability Partnership Regulations 2001.

12 Whole Agreement

This Agreement constitutes the entire agreement between the Members with respect to the matters dealt with therein and supersedes any previous agreement between the Members in relation to such matters.

13 Governing Law

This Agreement shall be governed by and construed in accordance with English law and the parties hereby prorogate the non-exclusive jurisdiction of the applicable court in London.



IN WITNESS WHEREOF these presents consisting of this and the preceding pages are executed as follows:-

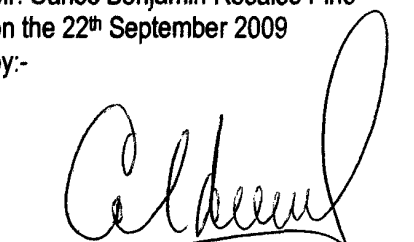
They are EXECUTED BY
Mrs. Alicia De Lourdes Rosales Pino
on the 22th September 2009
by:-


Mrs. Alicia De Lourdes Rosales Pino

They are EXECUTED BY
Mrs. Patricia De Lourdes Rosales Pino
on the 22th September 2009
by:-


Mrs. Patricia De Lourdes Rosales Pino

They are EXECUTED BY
Mr. Carlos Benjamin Rosales Pino
on the 22th September 2009
by:-


Mr. Carlos Benjamin Rosales Pino

FIRST SCHEDULE

- A To carry on the business of importers, exporters, manufacturers, distributors, wholesalers, retailers of all classes and kinds of goods and merchandise, and to act as general agents, in the purchase, sale or transfer, of such goods and merchandise and to carry on all or any of the businesses of warehousemen, distributors, shippers, carriers, forwarding agents, assemblers, contractors, dealers and packers of articles, things, goods and commodities of all kinds.
- B To undertake and carry on and execute all kinds of financial, commercial, trading, manufacturing and other operations, and to carry on any other business which may seem to be capable of being conveniently carried on in connection with any of these objects, or calculated directly or indirectly to enhance the value of or facilitate the realisation of or render profitable, any of the LLP's property or rights.
- C To acquire by purchase, lease, sub-lease, exchange, hire or licence or otherwise, and hold for any estate or interest, and to take options over any lands, buildings, water, wells, streams, easements, rights, privileges, concessions, machinery, plant, stock-in-trade and any real, personal, heritable, or movable property of any kind which may appear to be necessary or convenient for the LLP's business or for developing or utilising any of the LLP's property.
- D To lend and advance money or give credit to any persons, firms or Companies and to guarantee, grant indemnities in respect of, support or secure, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and goodwill.

