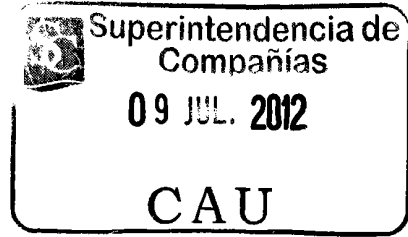


T#37899



Señor
SUPERINTENDENTE DE COMPAÑIAS
Presente.-



*Quito
0.04*

Ref: Expediente 436

De nuestras consideraciones:

La Compañía GRUPO EL COMERCIO C.A., se dirige a usted, para comunicar la siguiente transferencia de acciones:

	CEDENTE	CESIONARIO
NOMBRES:	Fideicomiso CCM	Oasis Assets LLC.
PAS. o C.C. o RUC:	1792214173001	-
NACIONALIDAD:	Ecuatoriana	Estados Unidos de Norteamérica
VALOR DE CADA ACCIÓN:	-	0.04 USD
NÚMERO DE ACCIONES:	24.626.113	24.626.113
TIPO DE INVERSIÓN:	-	Extranjera

Por la favorable atención que se de a la presente, anticipamos nuestros agradecimientos.

Atentamente,


Eco. Andrés Hidalgo
Presidente Ejecutivo
GRUPO EL COMERCIO C.A.

OK.

ESCANEAR

*transferencias registradas.
10.07.12.*

LIMITED LIABILITY COMPANY AGREEMENT

OF

OASIS ASSETS LLC

This Operating Agreement ("Agreement") is entered into between the undersigned as the initial members ("the Initial Members"). The Members hereby form a limited liability company pursuant to and in accordance with the Limited Liability Company Act of the State of New Jersey, as amended from time to time (the "LLCA") and hereby agree as follows:

1. **Name.** The name of the Limited Liability Company formed hereby is **OASIS ASSETS LLC**.
2. **Term.** The term of the Company shall continue forever unless dissolved before such time in accordance with the LLCA and article eight of this Agreement.
3. **Purpose.** The Company is formed for the purpose of engaging in any lawful act or activity for which limited liability companies may be formed under the LLCA and engaging in any and all activities necessary or incidental to the foregoing.
4. **Registered Office.** The registered office is to be located at:

811 Church Road # 105, Cherry Hill, NJ 08002, Camden County

5. **Members.** As used herein, the term "Member" shall mean any individual or entity who executes this Agreement and who is listed on the attached Schedules A and B as a member of the Company, and/or any other member of the company in accordance with this agreement, in each case in such individual's or entity's capacity as a Member of the Company, and "Members" shall mean all of the members, collectively. The name, and business, residence, or mailing addresses of the Members are as listed on attached Schedule A.
6. **Management.** Management of the Company shall be vested initially in its manager, **CECILIA FALCONI PEREZ**. The Manager shall have the power to appoint officers, and/or managers to conduct the affairs and business of the Company, and have the power to represent the Company in any part of the world and conduct business on its behalf either singly or jointly. The Member shall not have the powers mentioned herein. Nevertheless, the member may remove officers, and or managers with or without cause.
7. **Issuance of Units.**
 - (a) A "unit" means an interest in the Company representing a fractional part of the interests of all Members equal to the quotient of one (1) divided by the total number of Units.
 - (b) The Members may issue additional units from time to time to existing or new Members. Units may be issued for any consideration, including, without limitation, cash or other

property, tangible or intangible, received or to be received by the Company, or services rendered or to be rendered to the Company. At the time of authorization of the issuance of additional Units, the Members shall state, by resolution, their determination of fair value to the Company in monetary terms of any consideration other than cash for which Units are to be issued.

- (c) Unless the Members otherwise determine by unanimous vote, Members holding units shall have the preemptive right to subscribe for additional units, securities convertible or exchangeable into units, and options, warrants, and rights to purchase additional units. Upon any proposed issuance of such securities, the Members shall give notice of the proposed issuance to the holders of units, and such holders shall have the right to subscribe for such securities for the cash purchase price stated in such notice on a *pro rata* basis, with the right to oversubscribe to any securities that would otherwise be unsubscribed because of the failure of one or more Members to subscribe for their *pro rata* amount. Any securities remaining unsubscribed after 30 days from the date of such notice may be sold at a cash purchase price stated in such notice.
- (d) The Members may decide whether such units may be represented by, and issued in, the form of certificates. Any certificates so issued will be reflected in the records of the company and each certificate will be signed and validated by at least one member of the company who shall be duly authorized and appointed by a majority of the members to execute and validate such certificates. Such certificates will contain the name of the company, the name of the holder of the certificate, the number of the certificate, and the quantity units held by the holder of the certificate. The quantity of units stated on the certificates shall reflect what percent or proportion of units the certificate represents of the total units in the company.
- (e) In the event the Company issues new units, the members' then current proportions or percentages of their interests which may result from the newly issued units shall be reflected in the records of the Company. If the Company has issued certificates to its members, the Company shall issue new certificates reflecting the then current proportions or percentages of the holdings of each member, which may result from the newly issued units, on the certificates.

8. Dissolution and Winding Up.

- (a) The Company shall be dissolved and its affairs shall be wound up upon the earlier of:
 - (i) The majority in interest of the Members of the Company consent in writing to dissolve the Company;
 - (ii) The bankruptcy, death, dissolution, expulsion, incapacity or withdrawal of any member, members or class or classes or group or group of members specified in the operating agreement, unless within thirty (30) days after such event the Company is continued either (1) by the vote or consent of all the specified members in the operating agreement, or if not specified, all the remaining members and (2) at all times during such thirty day period (3) there are no fewer than two (2) remaining

members.

(iii) A decree of judicial dissolution has been entered with respect to the Company under the LLCA Section 42:2B-49.

(b) Upon the dissolution of the Company, the Members shall proceed without any unnecessary delay to wind up the Company's business, and to pay or make due provision for the payment of all debts, liabilities and obligations of the Company and to make distributions to Members as provided herein. The members shall continue to share profits and losses during liquidation in the same proportions as before liquidation. Except as expressly provided herein, no member shall have any obligation whatsoever to restore any deficit balance in his capital account. Each member shall be furnished with a statement prepared by his Company's accountant which shall set forth the assets and liabilities of the company as of the date of dissolution. The proceeds of liquidation shall be distributed, as realized, in the following order and priority:

(i) To creditors of the Company, including Members who are creditors, to the extent otherwise permitted by laws in satisfaction of the liabilities of the Company (whether by payment or the making for reasonable provision of payment thereof), other than liabilities for which reasonable provision for payment has been made and liabilities for distributions to members; and

(ii) To members in accordance with the respective positive capital account balances of the members. Any member with a deficit in his capital account immediately prior to any liquidating distributions shall restore such deficit capital account balance to zero.

9. **Capital Contributions.** The Members have contributed to the Company the following amounts, in the form of cash, property or services rendered, or a promissory note or other obligation to contribute cash or property or to render services as listed on Schedule B.

10. **Additional Contributions.** No Member is required to make any additional capital contributions the Company.

11. **Capital Accounts.**

(a) The company will maintain a separate capital account for each member and each member will be furnished with a statement of his capital account as of the close of each fiscal year of the Company.

(b) The capital account of each member will be equal to said member's capital contributions to the Company increased by the profits of the Company allocated to said member and decreased by the amount of any cash distributions and the fair market value of any property distributions made to said member, and decreased by the losses allocated to said member.

(c) No interest will be paid by the Company to any member on any amount credited to his capital account.

(d) In the event of a transfer of all or a portion of a member's limited liability company interest in the Company pursuant to the provisions hereof, a separate capital account will be created for the transferee as of the effective date of such transfer, in which will be reflected the portion of the transferring member's capital account transferred to the transferee, and the capital account of the transferring member will be correspondingly adjusted as of such date.

12. Allocation of Profits and Losses. The company's profits and losses shall be allocated in proportion to the respective percentage interests of the Members.

13. Distributions. Distributions shall be made to the Members at the times and in the aggregate amounts as determined by the Members. Such distributions shall be allocated among the Members in the same proportion as each Member's percentage interest.

14. Accounting.

(a) The fiscal year of the Company shall be the calendar year.

(b) Funds of the Company shall be deposited in its name in such bank account or accounts as may be designated by the members.

(c) The members shall keep, or cause to be kept, full and true books of account, in which each Company transaction shall be entered fully and accurately. Each member shall at all reasonable times have access thereto at the Company's principal place of business. The books shall be kept for an annual accounting period consisting of the calendar year.

15. Assignments.

(a) A Member may not assign in whole or in part his limited liability company interest except upon unanimous consent of all the existing Members.

(b) An assignee of a limited liability interest in the Company shall be admitted as a substitute member of the Company with respect to the portion of the limited liability company interest in the Company so assigned to him upon:

(i) the approval of all the members of the Company other than the member assigning his limited liability interest in the Company;

(ii) the execution and delivery to the members other than the Assigning Member by such assignee of an amendment of this Agreement; and

(iii) such assignee's permitted admission being reflected in the records of the Company.

(c) The admission of substitute members of the Company pursuant to this section 15 shall be accomplished by the amendment of this Agreement.

(d) Any assignment of a limited liability company interest which has not obtained the consent of all the other members shall serve only as an assignment of the rights to profits and losses only with all voting and other rights and obligations remaining with the assigning Member.

16. **Withdrawal of a Member.** A member may withdraw or resign upon not less than six months prior written notice to the Company and to each other member and the manager or managers.

17. **Admission of Additional Members.**

(a) From time to time and upon such terms as then determine, the Company may issue additional limited liability company interests and additional members of the Company may be admitted with respect to such additional limited liability company interests issued by Company. A person shall be admitted as an additional member of the Company upon:

(i) the consent of all members

(ii) the execution and delivery to the other members by such person of an amendment to this Agreement; and

(iii) such person's admission being reflected in the records of the Company.

(b) The admission of members of the Company pursuant to Section 15 shall be accomplished by the amendment of this Agreement.

18. **Notices.** All notices and other communications required or permitted to be given under this agreement to any person shall be in writing and personally delivered or sent by mail, postage prepaid to such person at his address in the Company records, or to such other place as he directs by written notice addressed to the Company's principal office, and shall be deemed to have been served at the time of personal delivery or mailings as the case may be.

19. **Severability.** In the event of any provision of this Agreement or any application thereof is invalid, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof and any other application thereof shall not in any way be affected or impaired thereby.

20. **Amendments:** Except for amendments caused by the assignment or issuance of limited liability interests or the admission of substitute or additional members, in accordance with this Agreement, this agreement may be amended, supplemented, revoked or terminated only by a written agreement signed by a majority of the members.

21. **Construction.** Wherever the context permits, the use of any gender shall be deemed to include all genders and the singular shall include the plural and vice versa.

22. **Successors.** The terms and conditions of this agreement shall inure to the benefit of and be binding upon the parties hereto and, except as may be otherwise provided herein, their respective executors, administrators, heirs, permitted assigns and all other successors in interest.
23. **Partition.** The members hereby agree that no member, nor any successor to any member, shall have the right while this agreement remains in effect to have any property of the Company partitioned, or to file a complaint or to institute any proceedings at law or in equity to the property of the Company partitioned, and to the fullest extent permitted by law, each member, on behalf of itself and its successors, hereby waives any such right.
24. **Remedies Cumulative.** The rights and remedies provided by this agreement are cumulative of the use of any one right or remedy by any party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.
25. **Failure to Pursue Remedies.** The failure of any party to seek redress for violation of, or to insist upon the strict performance of, any provision of this agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.
26. **Captions.** Titles or captions of sections and subsections contained in this agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.
27. **Counterparts.** This agreement may be executed in any number of counterparts with the same effect as if all the parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement, binding on all of the parties.
28. **Governing Law.** Agreement and the rights, remedies and obligations of the parties hereunder, and of their heirs, successors and permitted assigns, shall be governed by and interpreted in accordance with the laws of New Jersey, and all rights, remedies and obligations shall be governed by laws without regard to the principles of the conflicts of laws.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Operating Agreement as of the 8th day of March, 2011.

MEMBER:



GAIA EQUITIES CORP.

Represented by: *Cecilia Falconi Ricca*

Sole Member