

Locke Lord Bissell & Liddell LLP  
300 South Grand Avenue, Suite 2600  
Los Angeles, CA 90071

1 LOCKE LORD BISSELL & LIDDELL LLP  
2 Nina Huerta (SBN: 229070)  
3 nhuerta@lockelord.com  
4 300 South Grand Avenue, Suite 2600  
5 Los Angeles, CA 90071  
6 Telephone: 213.485.1500  
7 Facsimile: 213.485.1200

Closed

6 Jason L. Sanders (SBN: 230245)  
7 jsanders@lockelord.com  
8 2200 Ross Avenue, Suite 2200  
9 Dallas, Texas 75201  
10 Telephone: 214.740.8000  
11 Facsimile: 214.740.8800

11 Attorneys for Plaintiff  
12 CARRETEIRO ALIMENTOS, LTDA

13 UNITED STATES DISTRICT COURT  
14 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

15 CARRETEIRO ALIMENTOS, LTDA, a ) CASE NO. CV10-00593 JFW (FMOx)  
16 Brazilian Limited Liability Company, )  
17 ) Honorable John F. Walter  
18 )  
19 ) **AMENDED FINAL JUDGMENT**  
20 ) **AND PERMANENT INJUNCTION**  
21 ) **AGAINST DEFENDANTS**  
22 ) **AMERICAN KADI HOME**  
23 ) **EXPORT, LLC AND JOSEPH**  
24 ) **HAFEZ**  
25 ) **DATE: November 8, 2010**  
26 ) **TIME: 1:30 p.m.**  
27 ) **COURTROOM: 16**  
28 )

19 AMERICAN KADI HOME EXPORT,  
20 LLC, a California Limited Liability  
21 Company; JOSEPH HAFEZ, an Individual,  
22 Defendants.

25 This matter is before the Court on Plaintiff Carreteiro Alimentos, LTDA's  
26 ("Plaintiff") Motion to Amend Judgment ("Motion") pursuant to Rules 60(a) and 59(e)  
27 of the Federal Rules of Civil Procedure.

1 The Court, having considered the Motion, and being fully advised, hereby  
2 orders as follows:

3 **JURISDICTION AND SERVICE**

4 **IT IS ORDERED, ADJUDGED and DECREED** that:

5 (a) This court has jurisdiction over all the parties and all of the claims  
6 set forth in the First Amended Complaint.

7 (b) American Kadi was properly served pursuant to Rule 4(h) of the  
8 Federal Rules of Civil Procedure.

9 (c) Joseph Hafez was properly served pursuant to Rule 4(e) of the  
10 Federal Rules of Civil Procedure.

11 **DAMAGES**

12 **IT IS ORDERED, ADJUDGED and DECREED** that Plaintiff shall have and  
13 recover from and against American Kadi the sum of \$907,200.00 in damages, plus  
14 prejudgment interest pursuant to Section 3289 of the California Civil Code at a rate of  
15 ten percent (10%) per annum and post-judgment interest on the entire amount of the  
16 judgment, including damages and prejudgment interest, pursuant to Title 28, Section  
17 1961 of the United States Code.

18 **IT IS ORDERED, ADJUDGED and DECREED** that Plaintiff shall recover  
19 its costs incurred in this action pursuant to Section 54(d)(1) of the Federal Rules of  
20 Civil Procedure pursuant to Local Rule 54-3.

21 **DECLARATORY JUDGMENT**

22 **IT IS ORDERED, ADJUDGED and DECREED** that Plaintiff is entitled to  
23 declaratory relief on the claims set forth in the First Amended Complaint.

24 Accordingly,

25 **IT IS ORDERED, ADJUDGED and DECREED** that the Joint Venture  
26 Agreement executed on July 31, 2009, and effective as of August 1, 2009, between  
27 Plaintiff and American Kadi is hereby terminated, cancelled, and declared null and  
28

1 void. (The Joint Venture Agreement is attached hereto and incorporated by reference  
2 as Exhibit "A.")

3 **IT IS ORDERED, ADJUDGED and DECREED** that the Power of Attorney  
4 that Plaintiff granted to Joseph Hafez on July 31, 2009, is hereby terminated,  
5 cancelled, and declared null and void. (The Power of Attorney is attached hereto and  
6 incorporated by reference as Exhibit "B.")

7 **IT IS ORDERED, ADJUDGED and DECREED** that Plaintiff is hereby  
8 authorized to unilaterally dissolve and cancel the Joint Venture Limited Liability  
9 Company called "American Kadi-Carreteiro Group LLC" (California Secretary of  
10 State File No. 200921910193). Plaintiff's President, Jair Camargos Zille, is hereby  
11 authorized to unilaterally cancel the Articles of Organization of American Kadi-  
12 Carreteiro Group LLC. Specifically, Plaintiff's President, Jair Camargos Zille, is  
13 hereby authorized to unilaterally file a Certificate of Dissolution (Form LLC-3), the  
14 Certificate of Cancellation (Form LLC-4/7) and any other forms necessary to dissolve  
15 and cancel American Kadi-Carreteiro Group LLC. (The Certificate of Dissolution  
16 (Form LLC-3) and Certificate of Cancellation (Form LLC-4/7) are attached hereto and  
17 incorporated by reference as Exhibits "C" and "D," respectively).

18 **INJUNCTIVE RELIEF**

19 **IT IS ORDERED, ADJUDGED and DECREED** that Plaintiff is entitled to  
20 injunctive relief on the claims set forth in the First Amended Complaint. Accordingly,

21 **IT IS ORDERED, ADJUDGED and DECREED** that American Kadi's  
22 following conduct constitutes unfair competition as defined by Section 17200 of the  
23 California Business and Professions Code and has caused substantial and irreparable  
24 harm to Plaintiff, and will continue to cause substantial and irreparable harm to  
25 Plaintiff unless enjoined pursuant to Section 17203 of the California Business and  
26 Professions Code:

27 (a) falsely representing to Plaintiff that it was in possession of 45,000 tons of  
28 No. 2 yellow grade corn to induce Plaintiff to enter into the Agreement;

1 (b) failing to return the money that Plaintiff tendered to American Kadi in  
2 connection with the performance bond, after American Kadi failed to perform under  
3 the terms of the Agreement;

4 (c) making false representations regarding the origin of the yellow corn, both  
5 orally and in writing; and

6 (d) threatening to continue using the Joint Venture Agreement and Power of  
7 Attorney, despite Plaintiff's express request to terminate the Joint Venture Agreement  
8 and Power of Attorney.

9 **IT IS ORDERED, ADJUDGED and DECREED** that American Kadi's  
10 following threat constitutes unfair competition as defined by Section 17200 of the  
11 California Business and Professions Code and has caused substantial and irreparable  
12 harm to Plaintiff, and will continue to cause substantial and irreparable harm to  
13 Plaintiff unless enjoined pursuant to Section 17203 of the California Business and  
14 Professions Code:

15 the Joint Venture contract between us has NOT been cancelled yet on our side  
16 and is still valid until August 2010. We do have Power of Attorney as mandated by  
17 the terms of the contract and we are capable of doing extensive harm to Carreteiro.

18 **IT IS ORDERED, ADJUDGED and DECREED** that American Kadi and  
19 Joseph Hafez, and each and all of their, past and present officers, directors, successors,  
20 assigns, parents, subsidiaries, affiliates, related companies, predecessors-in-interest,  
21 agents, employees, attorneys, accountants, investigators, consultants, heirs, servants,  
22 associates, representatives, beneficiaries, relatives, independent contractors, and all  
23 other persons or entities acting or purporting to act for them or on their behalf,  
24 including but not limited to any corporation, partnership, proprietorship or entity of  
25 any type that is in any way affiliated or associated with American Kadi and/or Joseph  
26 Hafez, or their past and present officers, directors, successors, assigns, parents,  
27 subsidiaries, affiliates, related companies, predecessors-in-interest, agents, employees,  
28 attorneys, accountants, investigators, consultants, heirs, servants, associates,

1 representatives, beneficiaries, relatives, independent contractors, and any and all  
2 persons and entities in active concert and participation with American Kadi and/or  
3 Joseph Hafez who receive notice of this order, shall be and hereby are

4 **PERMANENTLY RESTRAINED AND ENJOINED** from:

5 using, marketing, advertising, and/or promoting the Joint Venture Agreement  
6 and/or Power of Attorney in any conceivable way;

7 soliciting, receiving, and/or accepting any business in connection with the Joint  
8 Venture Agreement and/or Power of Attorney;

9 making false statements in connection with the Joint Venture Agreement and/or  
10 Power of Attorney;

11 engaging in any conduct or activity in connection with and/or reliance on the  
12 Joint Venture Agreement and/or Power of Attorney;

13 engaging in any unlawful, unfair or fraudulent business act or practice and  
14 unfair, deceptive, untrue or misleading advertising pursuant to Section 17200 of the  
15 California Business and Professions Code in connection with the Joint Venture  
16 Agreement and/or Power of Attorney;

17 representing to any person or entity, expressly or by implication, that the Joint  
18 Venture Agreement and/or Power of attorney has not been terminated, cancelled, and  
19 declared null and void, or words of similar import;

20 misrepresenting to any person or entity, expressly or by implication, the  
21 relationship between Plaintiff and American Kadi and/or Joseph Hafez in connection  
22 with the Joint Venture Agreement and/or Power of Attorney;

23 using and/or acting through the Joint Venture or Power of Attorney in any  
24 respect; and

25 representing to any person or entity, expressly or by implication, that Joseph  
26 Hafez has a Power of Attorney to act on behalf of Plaintiff as its agent or attorney-in-  
27 fact, with respect to: (i) banking and other financial institution transactions, (ii)

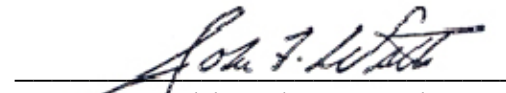
28

1 business operating transactions, (iii) insurance and annuity transactions; (iv) tax  
2 matters; and (v) any other power set forth in the Power of Attorney.

3 This is the final, appealable judgment entered in this matter disposing of all  
4 claims asserted by or against all parties, and all relief not expressly granted herein is  
5 hereby denied.

6 The Court orders that such judgment be entered.

7  
8 SIGNED this the 1st day of November, 2010.

9  
10   
11 \_\_\_\_\_  
12 Honorable John F. Walter  
13 United States District Judge  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

# EXHIBIT A

JOINT VENTURE AGREEMENT FOR AMERICAN KADI-CARRETEIRO GROUP LLC

A Joint Venture - California Limited Liability Company

THIS JOINT VENTURE AGREEMENT (herein after referred to as the "Agreement") is effective as of the 1st day of August, 2009, by and between Carreteiro Alimentos Ltda, a Brazilian limited partnership, located in Av Brasil, 51.000 – Campo Grande – RJ / Brasil, registered with the number 02.892.934/0001-00, this agreement represented by its president, Mr. Jair Camargos Zille, and American Kadi Home Export, LLC a California limited liability company, located in 2625 Townsgate Road Suite 330, Westlake Village, CA 91361, registered in the state of California with the number 262713595 this agreement represented by its president Mr. Joseph Hafez (herein after collectively referred to as the "Joint Venturers") for the purpose set forth herein.

WITNESSETH:

WHEREAS, the parties are desirous of forming a joint venture (the "Venture" or "Joint Venture"), and forming a limited liability company (with equal membership interests), to conduct the business of the joint venture named **AMERICAN KADI-CARRETEIRO GROUP LLC**, under the laws of the State of California by execution of this Agreement for the purposes set forth herein and are desirous of fixing and defining between themselves their respective responsibilities, interests, and liabilities in connection with the performance of the business venture described herein; and

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties herein agree to constitute themselves as joint venturers, henceforth, "Venturers" for the purposes set forth herein, and intending to be legally bound hereby, the parties hereto, after first being duly sworn, do covenant, agree and certify as follows:

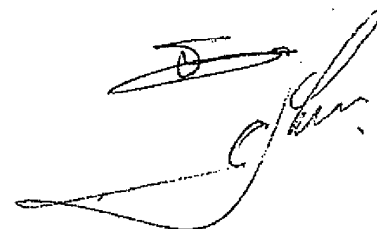
ARTICLE I.

DEFINITIONS:

1.1 "Affiliate" shall refer to (i) any person directly or indirectly controlling, controlled by or under common control with another person, (ii) any person owning or controlling 10% or more of the outstanding voting securities of such other person, (iii) any officer, director or other partner of such person and (iv) if such other person is an officer, director, joint venturer or partner, any business or entity for which such person acts in any such capacity.

1.2 "Venturers" shall refer to Carreteiro Alimentos Ltda, and American Kadi Home Export, LLC, and any successor(s) as may be designated and admitted to the Venture.

1.3 "Internal Revenue Code", "Code" or "I.R.C." shall refer to the current and applicable Internal Revenue Code.

A handwritten signature in black ink, appearing to be 'J. Hafez', is written over a horizontal line. The signature is stylized and cursive.



1.4 "Net Profits and Net Losses" means the taxable income and loss of the Venture, except as follows:

1.5 The "book" value of an asset shall be substituted for its adjusted tax basis if the two differ, but otherwise Net Profits and Net Losses shall be determined in accordance with federal income tax principles.

1.6 "Treasury Regulations" shall refer to those regulations promulgated by the Department of the Treasury with respect to certain provision of the Internal Revenue Code.

1.7 "Percentage of Participation" shall refer to that figure set forth in Article at section 5.1.

## ARTICLE II

### FORMATION, NAME, AND PRINCIPLE PLACE OF BUSINESS

#### 2.1 FORMATION

(a) The Venturers do hereby form a joint venture pursuant to the laws of the State of California in order for the Venture to carry on the purposes for which provision is made herein.

(b) The Ventures shall execute such certificates as may be required by the laws of the State of California or of any other state in order for the Venture to operate its business and shall do all other acts and things requisite for the continuation of the Venture as a joint venture pursuant to applicable law.

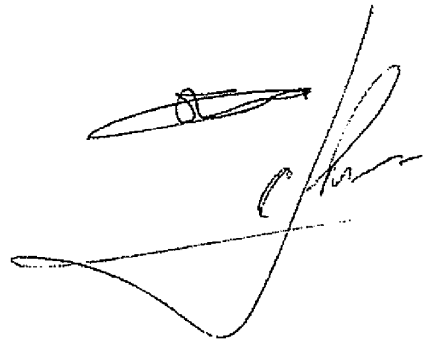
2.2 NAME. The Name and style under which the Venture shall be conducted is:  
**AMERICAN KADI-CARRETEIRO GROUP LLC**, a California limited liability company.

2.3 PRINCIPAL PLACE OF BUSINESS. The Venture shall maintain its principal place of business at 2625 Townsgate Road, Suite 330, Westlake Village, CA 91361. The Venture may relocate its office from time to time or have additional offices as the Venturers may determine.

## ARTICLE III

### PURPOSE OF THE JOINT VENTURE

The business of the Venture shall be to perform facilitation of financing for the import and export and sale of commodities, as well as receive and issue letters of credit in the name of the Venture, and all such other business incidental to the general purposes herein set forth.

A handwritten signature in black ink, appearing to be 'C. Kadi-Carreteiro', is written over a horizontal line. Above the signature, there is a scribble that looks like a pen nib or a small mark.

## ARTICLE IV

### TERM

The term of the Venture shall commence as of the date hereof and shall be terminated and shall continue for one year. The Venture shall continue in successive one year terms, unless either of the parties to this Agreement provides the other, notice in writing of its intent to dissolve the Venture, within ninety (90) days prior to the expiration of the then current year term.

## ARTICLE V

### PARTICIPATION

5.1 The interest of the Parties in any gross profits and their respective shares in any losses and/or liabilities that may result from the business venture, and their interests in all property and equipment acquired and all money received in connection with the performance of the business shall be as follows:

a. Profits relating to the issuance of letters of credit for payment of supplier of Carreteiro Alimentos Ltda, and sale of commodities:

i. 100% of the profits, expenses, losses and/or liabilities relating to letters of credit and the purchase and sale of commodities, except for the commission payable to American Kadi Home Export, LLC as set forth below. Carreteiro Alimentos Ltda agrees to indemnify and to hold harmless American Kadi Home Export, LLC from, any and all losses or claims relating to the letters of credit and the purchase and sale of commodities.

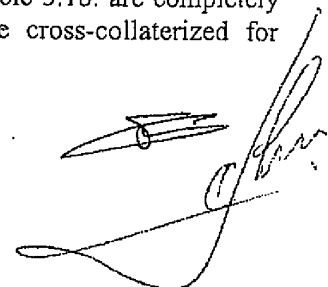
ii. American Kadi Home Export, LLC will be paid a commission relating to the letters of credit and the purchase and sale of commodities to be negotiated between the Venturers on a case by case basis.

b. Joint Venture Partner Percentage relating to investments made by the Joint Venture:

i. Carreteiro Alimentos Ltda: 50% of the proceeds of any investment made by Carreteiro Alimentos Ltda, or facilitated by the Venture and 50% of any fees, costs or expenses incurred relating to the investments.

ii. American Kadi Home Export, LLC: 50 % of the proceeds of any investment made by Carreteiro Group Ltda, or facilitated by the Venture and 50% of any fees, costs or expenses incurred relating to the investments.

c. For all purposes, the transactions referred to in Article 5.1a and Article 5.1b. are completely separate transactions and apart from each other, and are not to be cross-collateralized for accounting or any other purpose.

A handwritten signature in black ink, appearing to be 'L. O. Silva', is written over a horizontal line. Above the signature, there is a scribble consisting of several overlapping horizontal and diagonal lines.

## 5.2 INITIAL CONTRIBUTION OF THE VENTURE.

(a) Should the Venturers contribute funds or property to the Venture, their Capital Account shall each be credited with the appropriate value of such contribution in accordance with their Venture interests.

(b) The Venturers shall each contribute funds to the Venture sufficient in amount to pay for the start-up costs of the Venture, including, but not limited to, attorneys fees, accountant fees, bank fees, clerical fees, and any fees required to be paid to the State of California related to the formation and registration of the Venture.

(c) Except as otherwise required by law or this Agreement, the Venturers shall not be required to make any further capital contributions to the Venture.

## 5.3 RETURN OF CAPITAL CONTRIBUTIONS.

(a) No Venturer shall have the right to withdraw its capital contributions or demand or receive the return of its capital contributions or any part thereof, except as otherwise provided in this Agreement.

(b) The Venturers shall not be personally liable for the return of capital contributions or any part thereof, except as otherwise provided in this Agreement.

(c) The Venture shall not pay interest on capital contributions of any Venturer.

## 5.4 ALLOCATIONS OF NET PROFITS FROM INVESTMENTS.

The Net Profits of the Venture (including any net "book" gains of the Venture resulting from a Capital Event) shall be allocated to the Venturers in the following priority:

### A. NET PROFITS:

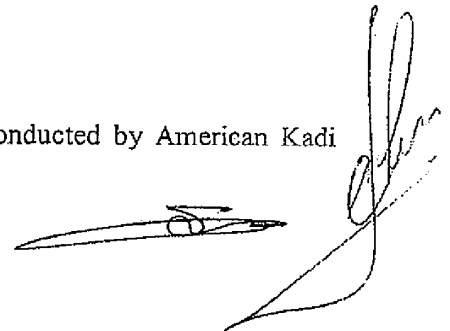
(1) Before the distribution of any net profits to the Venturers, any Venturer(s) with a negative Capital Account shall be paid first from the net-profits so that the Venturer(s) account balance is no longer negative.

(2) Thereafter, to the Venturers, according to their respective percentage as set forth in Section 5.1 hereof.

## ARTICLE VI:

### MANAGEMENT OF THE JOINT VENTURE

6.1 The day to day management of the Joint Venture shall be conducted by American Kadi Home Export, LLC.

A handwritten signature in black ink, appearing to be 'Kadi', is written over a horizontal line. Below the signature is a large, loopy scribble that extends downwards and to the right.

6.2 Except as provided in Articles 6 and 9, each Party shall have an equal voice in any material decision, above and beyond the day to day management of the Joint Venture. For such purpose each Party is assigned the following number of votes and hereby designates the following representatives to exercise such votes:

Carreteiro Alimentos Ltda: Jair Camargos Zille

American Kadi Home Export, LLC: Joseph Hafez

6.3 Each Venturer may, at any time, substitute an alternative in place of any of its above-named representatives by serving written notice to all the other Parties. Each Venturer's representative or alternative representative is hereby granted and shall hereafter possess authority to act for such Venturer on all matters of interest to it with respect to its participation in the Venture.

6.4 The Joint Venture shall have following powers:

(a) To determine the time and place of holding its meetings and the procedures for conducting the affairs of the Joint Venture.

(b) To determine and act upon the various matters, expressly or impliedly contained in other sections of this Agreement, which require a decision by the Joint Venturers.

(c) To determine and act upon any other matters of joint interest to or requiring prompt action by the Joint Venture.

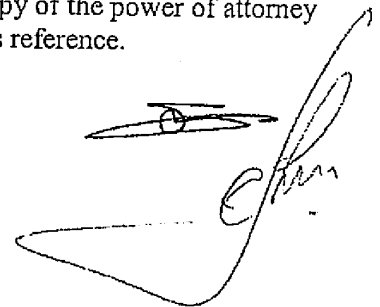
(d) To determine insurance reserves and reserves for other potential liabilities that may result from or arise out of the Venture.

6.5 Notwithstanding any other provisions to the contrary herein, insurance coverages and limits for the Joint Venture shall be subject to approval of all the parties.

6.6 The Joint Venturers shall generally perform its duties at a meeting at which all designated representatives of the Parties are present, but where circumstances warrant, telephone communication between all party representatives or their alternatives is authorized.

6.7 Except as otherwise provided in the Additional Provisions herein, the salaries and expenses of each of the representatives on the Committee shall be borne by the Party whom the representative has been designated to represent and shall not be an expense to the Joint Venture.

6.8. As Carreteiro Alimentos Ltda is located in Brazil, the president of Carreteiro Alimentos Ltda will execute a power of attorney authorizing American Kadi Home Export, LLC and its president, Joseph Hafez to execute any documents on behalf of American Kadi-Carreteiro Group LLC as may be required to conduct the business of the Venture. A copy of the power of attorney is attached hereto as Exhibit "A" hereto and made a part hereof by this reference.

A handwritten signature in black ink, appearing to read "Joseph Hafez", is written over a large, faint, hand-drawn scribble or signature line.

## ARTICLE VII

### DELEGATION OF AUTHORITY

7.1 The Venturers agree to a split of authority between themselves as follows:

American Kadi Home Export, LLC shall be the Administrative Managing Partner responsible for all bookkeeping and payroll of the Joint Venture and shall be the Managing Partner in charge of the Venture, subject to the approval of Carreteiro Alimentos Ltda all material decision that are more important than day to day basis decisions.

7.2 Authority to act for and bind the Venturers in connection with any and all of the performance of the venture may be delegated in writing by unanimous vote of the Venturers to any designated individual(s).

## ARTICLE VIII

### JOINT VENTURE BANK ACCOUNTS

8.1 All Working Capital or other funds received by the Joint Venture in connection with the performance of the Venture shall be deposited in a Joint Venture checking account. Checks issued on the Joint Venture checking account will require the signature of the Managing Partner's representative, Joseph Hafez, pursuant to the power of attorney executed by Jair Camargos Zille. Said account shall be kept separate and apart from any other accounts of the Venturers.

8.2 Withdrawal of funds from the Joint Venture's bank account may be made in such amount and by Jair Camargos Zille and/or Joseph Hafez.

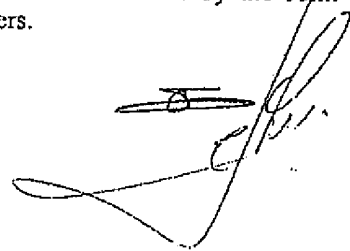
8.3 Any and all funds payable to Carreteiro Alimentos Ltda pursuant to this Agreement may be deposited into a U. S. bank account in the name of Carreteiro Alimentos Ltda and/or Jair Camargos Zille, or wired to Carreteiro Alimentos Ltda and/or Jair Camargos Zille, at the direction of Jair Camargos Zille.

## ARTICLE IX

### ACCOUNTING AND AUDITING

9.1 Separate books of accounts shall be kept by the Administrative Managing Partner of the transactions of the Joint Venture. Any Venturer may inspect such books upon reasonable notice and at any reasonable time.

9.2 Periodic audits may be made upon said books at such time as authorized by the Joint Venturers and copies of said audit shall be furnished to all Venturers.



9.3 It is understood and agreed that the method of accounting used by the Administrative Managing Partner and for state and federal income tax purposes shall be the cash based method and that the accounting year shall be the calendar year.

9.5 The Administrative Managing Partner shall receive additional compensation in an amount to be determined by the Venturers for the use of its data processing system and accounting, payroll and tabulating work. Work performed by the Administrative Managing Partner's counsel or executive secretary on behalf of the Joint Venture shall be charged separately to the Joint Venture's account at a rate agreed upon by the Venturers.

#### ARTICLE X

##### RESOLUTION OF DISPUTES

10.1 All disputes arising out of this Joint Venture Agreement between the Venturers that is not resolvable by good faith negotiations by the same, shall be settled by arbitration under the rules of the American Arbitration Association. In so agreeing the parties expressly waive their right, if any, to a trial by jury of these claims and further agree that the award of the arbitrator shall be final and binding upon them as though rendered by a court of law and enforceable in any court having jurisdiction over the same.

#### ARTICLE XII

##### OTHER PROVISIONS

11.1 This agreement constitutes the entire agreement of the parties and may not be altered, unless the same is agreed upon in writing signed and acknowledged by the parties.

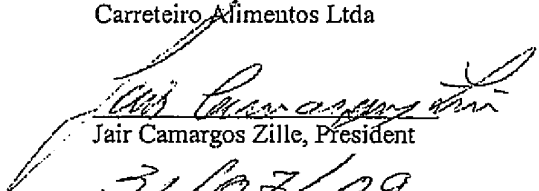
11.2 This agreement is binding upon the heirs, court appointed representatives, assigns, and successors of the parties.

11.3 This agreement shall be governed by the laws of the State of California.

So agreed and executed:

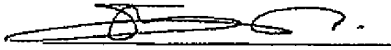
JOINT VENTURE PARTNER #1

Carreteiro Alimentos Ltda

  
Jair Camargos Zille, President

31/07/09  
Date

JOINT VENTURE PARTNER #2  
American Kadi Home Export, LLC.



Joseph Hafez, President

July 31 - 09  
Date

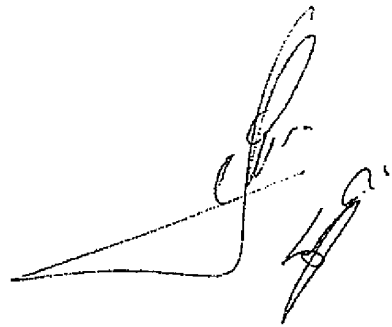


EXHIBIT "A"



# CALIFORNIA UNIFORM STATUTORY FORM POWER OF ATTORNEY

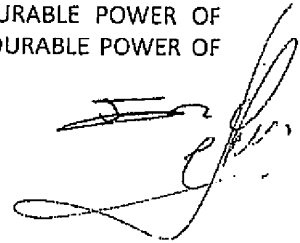
THE POWERS YOU GRANT BELOW ARE EFFECTIVE EVEN IF YOU BECOME DISABLED OR INCOMPETENT

CAUTION: A DURABLE POWER OF ATTORNEY IS AN IMPORTANT LEGAL DOCUMENT. BY SIGNING THE DURABLE POWER OF ATTORNEY, YOU ARE AUTHORIZING ANOTHER PERSON TO ACT FOR YOU, THE PRINCIPAL. BEFORE YOU SIGN THIS DURABLE POWER OF ATTORNEY, YOU SHOULD KNOW THESE IMPORTANT FACTS: YOUR AGENT (ATTORNEY-IN-FACT) HAS NO DUTY TO ACT UNLESS YOU AND YOUR AGENT AGREE OTHERWISE IN WRITING. THIS DOCUMENT GIVES YOUR AGENT THE POWERS TO MANAGE, DISPOSE OF, SELL, AND CONVEY YOUR REAL AND PERSONAL PROPERTY, AND TO USE YOUR PROPERTY AS SECURITY IF YOUR AGENT BORROWS MONEY ON YOUR BEHALF. THIS DOCUMENT DOES NOT GIVE YOUR AGENT THE POWER TO ACCEPT OR RECEIVE ANY OF YOUR PROPERTY, IN TRUST OR OTHERWISE, AS A GIFT, UNLESS YOU SPECIFICALLY AUTHORIZE THE AGENT TO ACCEPT OR RECEIVE A GIFT. YOUR AGENT WILL HAVE THE RIGHT TO RECEIVE REASONABLE PAYMENT FOR SERVICES PROVIDED UNDER THIS DURABLE POWER OF ATTORNEY UNLESS YOU PROVIDE OTHERWISE IN THIS POWER OF ATTORNEY. THE POWERS YOU GIVE YOUR AGENT WILL CONTINUE TO EXIST FOR YOUR ENTIRE LIFETIME, UNLESS YOU STATE THAT THE DURABLE POWER OF ATTORNEY WILL LAST FOR A SHORTER PERIOD OF TIME OR UNLESS YOU OTHERWISE TERMINATE THE DURABLE POWER OF ATTORNEY.

THE POWERS YOU GIVE YOUR AGENT IN THIS DURABLE POWER OF ATTORNEY WILL CONTINUE TO EXIST EVEN IF YOU CAN NO LONGER MAKE YOUR OWN DECISIONS RESPECTING THE MANAGEMENT OF YOUR PROPERTY. YOU CAN AMEND OR CHANGE THIS DURABLE POWER OF ATTORNEY ONLY BY EXECUTING A NEW DURABLE POWER OF ATTORNEY OR BY EXECUTING AN AMENDMENT THROUGH THE SAME FORMALITIES AS AN ORIGINAL. YOU HAVE THE RIGHT TO REVOKE OR TERMINATE THIS DURABLE POWER OF ATTORNEY AT ANY TIME, SO LONG AS YOU ARE COMPETENT.

THIS DURABLE POWER OF ATTORNEY MUST BE DATED AND MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC OR SIGNED BY TWO WITNESSES. IF IT IS SIGNED BY TWO WITNESSES, THEY MUST WITNESS EITHER (1) THE SIGNING OF THE POWER OF ATTORNEY OR (2) THE PRINCIPAL'S SIGNING OR ACKNOWLEDGMENT OF HIS OR HER SIGNATURE. A DURABLE POWER OF ATTORNEY THAT MAY AFFECT REAL PROPERTY SHOULD BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC SO THAT IT MAY EASILY BE RECORDED.

YOU SHOULD READ THIS DURABLE POWER OF ATTORNEY CAREFULLY. WHEN EFFECTIVE, THIS DURABLE POWER OF ATTORNEY WILL GIVE YOUR AGENT THE RIGHT TO DEAL WITH PROPERTY THAT YOU NOW HAVE OR MIGHT ACQUIRE IN THE FUTURE. THE DURABLE POWER OF ATTORNEY IS IMPORTANT TO YOU. IF YOU DO NOT UNDERSTAND THE DURABLE POWER OF

A handwritten signature in black ink, appearing to be a stylized name, possibly "J. P. Smith", written over a horizontal line.


ATTORNEY, OR ANY PROVISION OF IT, THEN YOU SHOULD OBTAIN THE ASSISTANCE OF AN ATTORNEY OR OTHER QUALIFIED PERSON.

NOTICE TO PERSON ACCEPTING THE APPOINTMENT AS ATTORNEY-IN-FACT BY ACTING OR AGREEING TO ACT AS THE AGENT (ATTORNEY-IN-FACT) UNDER THIS POWER OF ATTORNEY YOU ASSUME THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT. THESE RESPONSIBILITIES INCLUDE:

1. THE LEGAL DUTY TO ACT SOLELY IN THE INTEREST OF THE PRINCIPAL AND TO AVOID CONFLICTS OF INTEREST.

2. THE LEGAL DUTY TO KEEP THE PRINCIPAL'S PROPERTY SEPARATE AND DISTINCT FROM ANY OTHER PROPERTY OWNED OR CONTROLLED BY YOU. YOU MAY NOT TRANSFER THE PRINCIPAL'S PROPERTY TO YOURSELF WITHOUT FULL AND ADEQUATE CONSIDERATION OR ACCEPT A GIFT OF THE PRINCIPAL'S PROPERTY UNLESS THIS POWER OF ATTORNEY SPECIFICALLY AUTHORIZES YOU TO TRANSFER PROPERTY TO YOURSELF OR ACCEPT A GIFT OF THE PRINCIPAL'S PROPERTY. IF YOU TRANSFER THE PRINCIPAL'S PROPERTY TO YOURSELF WITHOUT SPECIFIC AUTHORIZATION IN THE POWER OF ATTORNEY, YOU MAY BE PROSECUTED FOR FRAUD AND/OR EMBEZZLEMENT. IF THE PRINCIPAL IS 65 YEARS OF AGE OR OLDER AT THE TIME THAT THE PROPERTY IS TRANSFERRED TO YOU WITHOUT AUTHORITY, YOU MAY ALSO BE PROSECUTED FOR ELDER ABUSE UNDER PENAL CODE SECTION 368. IN ADDITION TO CRIMINAL PROSECUTION, YOU MAY ALSO BE SUED IN CIVIL COURT. I HAVE READ THE FOREGOING NOTICE AND I UNDERSTAND THE LEGAL AND FIDUCIARY DUTIES THAT I ASSUME BY ACTING OR AGREEING TO ACT AS THE AGENT (ATTORNEY-IN-FACT) UNDER THE TERMS OF THIS POWER OF ATTORNEY.

DATE: July 31-09

  
(SIGNATURE OF AGENT)

Joseph Haker  
(PRINT NAME OF AGENT)

UNIFORM STATUTORY FORM POWER OF ATTORNEY  
(California Probate Code Section 4401 Prob.)

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE UNIFORM STATUTORY FORM POWER OF ATTORNEY ACT (CALIFORNIA PROBATE CODE SECTIONS 4400 Prob. - 4465 Prob.).

IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE HIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

I, Jair Camargos Zille, Av. Brasil 51.000, Campo Grande, Rio de Janeiro, Brazil, 23065-480, appoint Joseph Hafez, 2623 Townsgate Road, Suite 330, Westlake Village, CA 91361, as my agent (attorney-in-fact) to act for me in any lawful way with respect to the following initialed subjects:

TO GRANT ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF (N) AND IGNORE THE LINES IN FRONT OF THE OTHER POWERS.

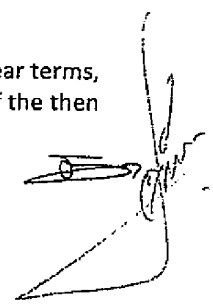
TO GRANT ONE OR MORE, BUT FEWER THAN ALL, OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF EACH POWER YOU ARE GRANTING.

TO WITHHOLD A POWER, DO NOT INITIAL THE LINE IN FRONT OF IT. YOU MAY BUT NEED NOT, CROSS OUT EACH POWER WITHHELD.

INITIAL

- No (A) Real property transactions.
- No (B) Tangible personal property transactions.
- No (C) Stock and bond transactions.
- No (D) Commodity and option transactions.
- x (E) Banking and other financial institution transactions.
- x (F) Business operating transactions.
- x (G) Insurance and annuity transactions.
- No (H) Estate, trust, and other beneficiary transaction.
- No (I) Claims and litigation.
- No (J) Personal and family maintenance.
- No (K) Benefits from social security, medicare, medicaid, of other governmental programs, or civil or military service.
- No (L) Retirement plan transactions.
- x (M) Tax matters.
- No (N) ALL OF THE POWERS LISTED ABOVE. YOU NEED NOT INITIAL ANY OTHER LINES IF YOU INITIAL LINE (N).

This power of attorney is effective immediately and will continue for successive one year terms, unless I revoke the power of attorney within ninety (90) days prior to the expiration of the then

A handwritten signature and initials, possibly "JH", written in dark ink. The signature is somewhat stylized and appears to be written over a circular stamp or mark.

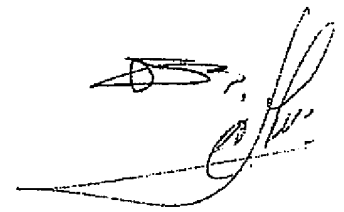
current year term, at which time revocation of the power of attorney shall be effective at the end of the then current year term.

I agree that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party has actual knowledge of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

Signed this 31<sup>st</sup> day of July, 2009.



Jair Camargos Zille



CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, personally know to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

[Notary Seal, if any]:

\_\_\_\_\_  
(Signature of Notarial Officer)

Notary Public for the State of California

My commission expires: \_\_\_\_\_

ACKNOWLEDGMENT OF AGENT

BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, THE AGENT ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

Joseph Hafez  
[Joseph Hafez, agent]

  
[Signature of Agent]



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Ventura

On July 31, 2009 before me, Shannon Van Nest, Notary Public  
(Here insert name and title of the officer)

personally appeared Jair Camargos Zille and Joseph Hakez

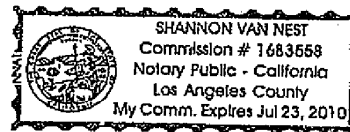
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Shannon Van Nest  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Joint Venture Agreement  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 14 Document Date 7-31-09

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

# EXHIBIT B

# CALIFORNIA UNIFORM STATUTORY FORM POWER OF ATTORNEY

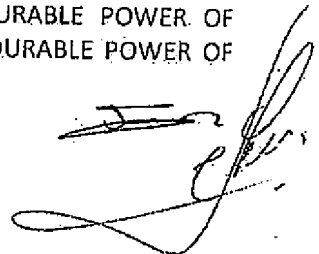
THE POWERS YOU GRANT BELOW ARE EFFECTIVE EVEN IF YOU BECOME DISABLED OR INCOMPETENT

CAUTION: A DURABLE POWER OF ATTORNEY IS AN IMPORTANT LEGAL DOCUMENT. BY SIGNING THE DURABLE POWER OF ATTORNEY, YOU ARE AUTHORIZING ANOTHER PERSON TO ACT FOR YOU, THE PRINCIPAL. BEFORE YOU SIGN THIS DURABLE POWER OF ATTORNEY, YOU SHOULD KNOW THESE IMPORTANT FACTS: YOUR AGENT (ATTORNEY-IN-FACT) HAS NO DUTY TO ACT UNLESS YOU AND YOUR AGENT AGREE OTHERWISE IN WRITING. THIS DOCUMENT GIVES YOUR AGENT THE POWERS TO MANAGE, DISPOSE OF, SELL, AND CONVEY YOUR REAL AND PERSONAL PROPERTY, AND TO USE YOUR PROPERTY AS SECURITY IF YOUR AGENT BORROWS MONEY ON YOUR BEHALF. THIS DOCUMENT DOES NOT GIVE YOUR AGENT THE POWER TO ACCEPT OR RECEIVE ANY OF YOUR PROPERTY, IN TRUST OR OTHERWISE, AS A GIFT, UNLESS YOU SPECIFICALLY AUTHORIZE THE AGENT TO ACCEPT OR RECEIVE A GIFT. YOUR AGENT WILL HAVE THE RIGHT TO RECEIVE REASONABLE PAYMENT FOR SERVICES PROVIDED UNDER THIS DURABLE POWER OF ATTORNEY UNLESS YOU PROVIDE OTHERWISE IN THIS POWER OF ATTORNEY. THE POWERS YOU GIVE YOUR AGENT WILL CONTINUE TO EXIST FOR YOUR ENTIRE LIFETIME, UNLESS YOU STATE THAT THE DURABLE POWER OF ATTORNEY WILL LAST FOR A SHORTER PERIOD OF TIME OR UNLESS YOU OTHERWISE TERMINATE THE DURABLE POWER OF ATTORNEY.

THE POWERS YOU GIVE YOUR AGENT IN THIS DURABLE POWER OF ATTORNEY WILL CONTINUE TO EXIST EVEN IF YOU CAN NO LONGER MAKE YOUR OWN DECISIONS RESPECTING THE MANAGEMENT OF YOUR PROPERTY. YOU CAN AMEND OR CHANGE THIS DURABLE POWER OF ATTORNEY ONLY BY EXECUTING A NEW DURABLE POWER OF ATTORNEY OR BY EXECUTING AN AMENDMENT THROUGH THE SAME FORMALITIES AS AN ORIGINAL. YOU HAVE THE RIGHT TO REVOKE OR TERMINATE THIS DURABLE POWER OF ATTORNEY AT ANY TIME, SO LONG AS YOU ARE COMPETENT.

THIS DURABLE POWER OF ATTORNEY MUST BE DATED AND MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC OR SIGNED BY TWO WITNESSES. IF IT IS SIGNED BY TWO WITNESSES, THEY MUST WITNESS EITHER (1) THE SIGNING OF THE POWER OF ATTORNEY OR (2) THE PRINCIPAL'S SIGNING OR ACKNOWLEDGMENT OF HIS OR HER SIGNATURE. A DURABLE POWER OF ATTORNEY THAT MAY AFFECT REAL PROPERTY SHOULD BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC SO THAT IT MAY EASILY BE RECORDED.

YOU SHOULD READ THIS DURABLE POWER OF ATTORNEY CAREFULLY. WHEN EFFECTIVE, THIS DURABLE POWER OF ATTORNEY WILL GIVE YOUR AGENT THE RIGHT TO DEAL WITH PROPERTY THAT YOU NOW HAVE OR MIGHT ACQUIRE IN THE FUTURE. THE DURABLE POWER OF ATTORNEY IS IMPORTANT TO YOU. IF YOU DO NOT UNDERSTAND THE DURABLE POWER OF

A handwritten signature in black ink, appearing to be a stylized name, located in the bottom right corner of the page.




ATTORNEY, OR ANY PROVISION OF IT, THEN YOU SHOULD OBTAIN THE ASSISTANCE OF AN ATTORNEY OR OTHER QUALIFIED PERSON.

NOTICE TO PERSON ACCEPTING THE APPOINTMENT AS ATTORNEY-IN-FACT BY ACTING OR AGREEING TO ACT AS THE AGENT (ATTORNEY-IN-FACT) UNDER THIS POWER OF ATTORNEY YOU ASSUME THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT. THESE RESPONSIBILITIES INCLUDE:

1. THE LEGAL DUTY TO ACT SOLELY IN THE INTEREST OF THE PRINCIPAL AND TO AVOID CONFLICTS OF INTEREST.
2. THE LEGAL DUTY TO KEEP THE PRINCIPAL'S PROPERTY SEPARATE AND DISTINCT FROM ANY OTHER PROPERTY OWNED OR CONTROLLED BY YOU. YOU MAY NOT TRANSFER THE PRINCIPAL'S PROPERTY TO YOURSELF WITHOUT FULL AND ADEQUATE CONSIDERATION OR ACCEPT A GIFT OF THE PRINCIPAL'S PROPERTY UNLESS THIS POWER OF ATTORNEY SPECIFICALLY AUTHORIZES YOU TO TRANSFER PROPERTY TO YOURSELF OR ACCEPT A GIFT OF THE PRINCIPAL'S PROPERTY. IF YOU TRANSFER THE PRINCIPAL'S PROPERTY TO YOURSELF WITHOUT SPECIFIC AUTHORIZATION IN THE POWER OF ATTORNEY, YOU MAY BE PROSECUTED FOR FRAUD AND/OR EMBEZZLEMENT. IF THE PRINCIPAL IS 65 YEARS OF AGE OR OLDER AT THE TIME THAT THE PROPERTY IS TRANSFERRED TO YOU WITHOUT AUTHORITY, YOU MAY ALSO BE PROSECUTED FOR ELDER ABUSE UNDER PENAL CODE SECTION 368. IN ADDITION TO CRIMINAL PROSECUTION, YOU MAY ALSO BE SUED IN CIVIL COURT. I HAVE READ THE FOREGOING NOTICE AND I UNDERSTAND THE LEGAL AND FIDUCIARY DUTIES THAT I ASSUME BY ACTING OR AGREEING TO ACT AS THE AGENT (ATTORNEY-IN-FACT) UNDER THE TERMS OF THIS POWER OF ATTORNEY.

DATE: July 31-09

  
\_\_\_\_\_  
(SIGNATURE OF AGENT)

Joseph Haez  
\_\_\_\_\_  
(PRINT NAME OF AGENT)

UNIFORM STATUTORY FORM POWER OF ATTORNEY  
(California Probate Code Section 4401 Prob.)

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE UNIFORM STATUTORY FORM POWER OF ATTORNEY ACT (CALIFORNIA PROBATE CODE SECTIONS 4400 Prob. - 4465 Prob.).

IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE HIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

I, Jair Camargos Zille, Av. Brasil 51.000, Campo Grande, Rio de Janeiro, Brazil, 23065-480, appoint Joseph Hafez, 2623 Townsgate Road, Suite 330, Westlake Village, CA 91361, as my agent (attorney-in-fact) to act for me in any lawful way with respect to the following initialed subjects:

TO GRANT ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF (N) AND IGNORE THE LINES IN FRONT OF THE OTHER POWERS.

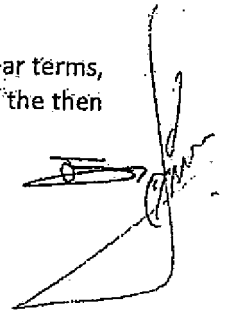
TO GRANT ONE OR MORE, BUT FEWER THAN ALL, OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF EACH POWER YOU ARE GRANTING.

TO WITHHOLD A POWER, DO NOT INITIAL THE LINE IN FRONT OF IT. YOU MAY BUT NEED NOT, CROSS OUT EACH POWER WITHHELD.

INITIAL

- No (A) Real property transactions.  
 No (B) Tangible personal property transactions.  
 No (C) Stock and bond transactions.  
 No (D) Commodity and option transactions.  
 (E) Banking and other financial institution transactions.  
 (F) Business operating transactions.  
 (G) Insurance and annuity transactions.  
 No (H) Estate, trust, and other beneficiary transaction.  
 No (I) Claims and litigation.  
 No (J) Personal and family maintenance.  
 No (K) Benefits from social security, medicare, medicaid, of other governmental programs, or civil or military service.  
 No (L) Retirement plan transactions.  
 (M) Tax matters.  
 No (N) ALL OF THE POWERS LISTED ABOVE. YOU NEED NOT INITIAL ANY OTHER LINES IF YOU INITIAL LINE (N).

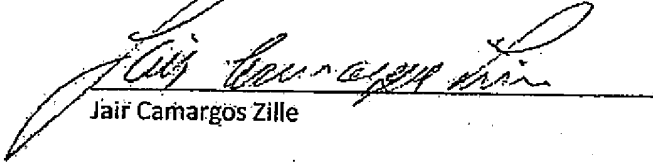
This power of attorney is effective immediately and will continue for successive one year terms, unless I revoke the power of attorney within ninety (90) days prior to the expiration of the then

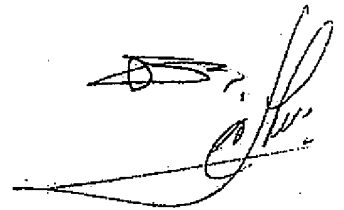


current year term, at which time revocation of the power of attorney shall be effective at the end of the then current year term.

I agree that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party has actual knowledge of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

Signed this 31<sup>st</sup> day of July, 2009.

  
Jair Camargos Zille



CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_ personally know to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

[Notary Seal, if any]:

\_\_\_\_\_  
[Signature of Notarial Officer]

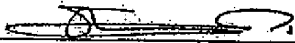
Notary Public for the State of California

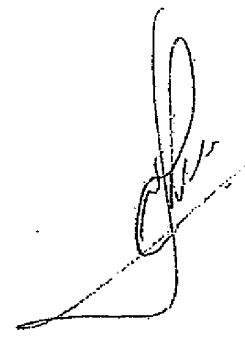
My commission expires: \_\_\_\_\_

ACKNOWLEDGMENT OF AGENT

BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, THE AGENT ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

Joseph Hafez  
[Joseph Hafez, agent]

  
[Signature of Agent]



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Ventura

On July 31, 2009 before me, Shannon Van Nest, Notary Public  
(Here insert name and title of the officer)

personally appeared: Jair Camargos Zille and Joseph Harez

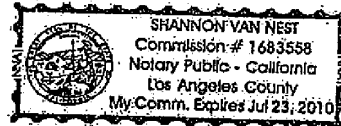
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Shannon Van Nest  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Joint Venture Agreement  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 14 Document Date 7-31-09

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

# EXHIBIT C



State of California Secretary of State

LLC-3

LIMITED LIABILITY COMPANY CERTIFICATE OF DISSOLUTION

NOTE: The domestic limited liability company must also file a Certificate of Cancellation (Form LLC-477) to complete the cancellation process.

There is no fee for filing a Certificate of Dissolution.

IMPORTANT - Read instructions before completing this form.

This Space For Filing Use Only

Table with 2 columns: FILE NUMBER and ENTITY NAME. Row 1: 1. Secretary of State File Number 200921910193, 2. Name of Limited Liability Company AMERICAN KADI - CARRETEIRO GROUP, LLC

3. ADDITIONAL INFORMATION (Enter any other information the managers or members filing the Certificate of Dissolution determine to include. Attach additional pages, if necessary. Additional information set forth on attached pages, if any, is incorporated herein by this reference and made part of this certificate. If no other information is to be included, leave Item 3 blank and proceed to Item 4.)

EXECUTION 4. I declare I am the person who executed this instrument, which execution is my act and deed. Signature of Authorized Person Date Type or Print Name and Title of Authorized Person

RETURN TO (Enter the name and the address of the person or firm to whom a copy of the filed document should be returned.) 5. NAME [Nina Huerta] FIRM Locke Lord Bissell & Liddell ADDRESS 300 S. Grand Avenue, Suite 2600 CITY/STATE/ZIP [Los Angeles, California 90071]

# EXHIBIT D





**State of California  
Secretary of State**

LLC-417

**LIMITED LIABILITY COMPANY  
CERTIFICATE OF CANCELLATION**

There is no fee for filing a Certificate of Cancellation.

**IMPORTANT – Read instructions before completing this form.**

This Space For Filing Use Only

<b>FILE NUMBER</b>	<b>ENTITY NAME</b> (Enter the exact name of the limited liability company.)	
1. Secretary of State File Number  <b>200921910193</b>	2. Name of Limited Liability Company <b>AMERICAN KADI - CARRETEIRO GROUP, LLC</b>	
<b>TAX LIABILITY</b> (The following statement should not be altered.)		
3. A final franchise tax return, as described by Section 23332 of the Revenue and Taxation Code, or a final annual tax return, as described by Section 17947 of the Revenue and Taxation Code, has been or will be filed with the Franchise Tax Board, as required under Part 10.2 (commencing with Section 18401) of Division 2 of the Revenue and Taxation Code.		
<b>DISSOLUTION</b> (Domestic limited liability companies ONLY: Check the "YES" or "NO" box, as applicable. Note: If the "NO" box is checked, a Certificate of Dissolution (Form LLC-3) pursuant to Corporations Code section 17356(a) must be filed prior to or together with this Certificate of Cancellation.)		
4. The dissolution was made by a vote of all of the members. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
<b>ADDITIONAL INFORMATION</b> (Enter any other information the managers or members filing the Certificate of Cancellation determine to include. Attach additional pages, if necessary. Additional information set forth on attached pages, if any, is incorporated herein by this reference and made part of this certificate. If no other information is to be included, leave Item 5 blank and proceed to Item 6.)		
5.		
<b>EXECUTION</b>		
6. I declare I am the person who executed this instrument, which execution is my act and deed.		
Signature of Authorized Person _____	Date _____	Type or Print Name and Title of Authorized Person _____
Signature of Authorized Person _____	Date _____	Type or Print Name and Title of Authorized Person _____
<b>RETURN TO</b> (Enter the name and the address of the person or firm to whom a copy of the filed document should be returned.)		
7. NAME	Nina Huerta	
FIRM	Locke Lord Bissell & Liddell	
ADDRESS	300 S. Grand Avenue, Suite 2600	
CITY/STATE/ZIP	Los Angeles, California 90071	
LLC-417 (REV 09/2006)		
APPROVED BY SECRETARY OF STATE		