



**AMERICAN EXPRESS BANK  
INTERNATIONAL**

American Express Bank International  
Miami Branch  
999 Brickell Avenue  
Miami, Florida 33131  
Phone: (305) 350-7750  
Telex ITT 441328 Ambank  
Facsimile: (305) 374-4524

## ACCOUNT APPLICATION AND AGREEMENT FOR CORPORATION OR OTHER ORGANIZATION

<b>ACCOUNT TITLE</b>	<u>CARIBETRANS S.A.</u>
<b>AND MAILING ADDRESS</b>	<p>Personal Information Redacted</p> <hr/> <hr/> <hr/>

ACCOUNT INFORMATION	
<input checked="" type="checkbox"/> DDA No. <u>1121892</u>	<input checked="" type="checkbox"/> MMA No. <u>7903030</u>
<input type="checkbox"/> T/D No. _____	<input type="checkbox"/> OTHER _____
CIF No. _____	*23**
Group No. <u>L.S.</u>	

**CERTIFICATE OF CORPORATE RESOLUTION**

LUIS MAURICIO BOGAERT

Name

Secretary of CARIBETRANS, S.A.

Name of Corporation

This corporation duly organized and existing under the laws of DOMINICAN REPUBLIC hereby certifies that the following is a true copy of resolutions duly adopted by the Board of Directors of said corporation and such resolutions are now in full force and effect.

"RESOLVED" that this corporation open and maintain one or more accounts with American Express Bank International (the "Bank") and that the Bank is authorized to credit to the accounts of this corporation all checks, drafts, notes, orders and other instruments for the payment of money, endorsed in any manner or unendorsed, and any funds or other property which may be delivered by anyone to the Bank for credit to such account(s); and FURTHER RESOLVED, that any TWO of the following officers of this corporation (insert titles but not names of officers).

PRESIDENT

*[Signature]*

TREASURER

VICE PRESIDENT

*[Signature]*

AUTHORIZED SIGNATORY

SECRETARY

*Luis M. Bogaert*

*[Signature]*

shall hereafter be authorized: (a) to sign (by handwriting, by stamp impression of facsimile signature or by any other means) in the name of or on behalf of this corporation all drafts, orders and other instruments or instructions for the payment of money drawn on any of said accounts; (b) to demand, receive, and take or direct delivery of and receipt for any stocks, bonds and other securities belonging to this corporation which the Bank may at any time have in its custody, possession or control, whether the same be held in the name of this corporation (or for this corporation's account in the name of a nominee) or indorsed in blank; (c) to sign (by handwriting, by stamp impression of facsimile signature or by any other means) in the name of or on behalf of this corporation any account agreements which may be requested at any time by the Bank; (d) to certify to the Bank the signature of and the offices or other positions held by each person authorized to sign on behalf of this corporation; (e) to borrow money and to obtain credit for this corporation without limitation; (f) to execute and deliver notes, drafts, acceptances, instruments of guarantee, agreements and other obligations of this corporation in such form as may be requested by the Bank, and to apply for the Bank's issuance or confirmation of (and agree to reimburse the Bank for any payments made under) commercial and standby letters of credit issued to pay, support or secure obligations of this corporation or of any third party or third parties; (g) to pledge, assign, mortgage or in any other manner create security interests in stocks, bonds, notes, accounts or other property of any kind belonging to this corporation or in which it has an interest (whether to secure obligations of this corporation or obligations of any third party or third parties); (h) to deal, in any other respects, with any and all stocks, bonds, notes, accounts and other property of any kind belonging to this corporation or which it has an interest; (i) to give the Bank all such authority with respect to any such property as it may request; and

FURTHER RESOLVED that the Bank is hereby authorized to accept and / or pay and / or apply any draft, check, order or other instrument for the payment of money (or any proceeds thereof) when such draft, check, order or instrument is drawn on any of said accounts and signed (by handwriting, by stamp impression of facsimile signature or by any other means) as required by these resolutions, without inquiry and without regard to the disposition of any such item or any proceeds thereof, and the Bank shall not be liable in connection therewith not withstanding that such item may be payable to the order of a person whose signature (by handwriting, by stamp impression of facsimile signature or by any other means) appears thereon or of any other officer or officers or agent or agents of this corporation, or that such item or any proceeds thereof may be used or disposed of for the personal credit or account of any such person or persons, officer or officers or agent or agents with the Bank or otherwise or in payment of the individual obligation of any such person or persons, officer or officers or agent or agents to the Bank or otherwise; and

FURTHER RESOLVED, that the Bank is hereby authorized to act and rely upon all the foregoing resolutions until it has received, and has had a reasonable time to act upon, notice in writing signed by the Secretary of any change in such resolutions, and that until such time the Bank shall have no liability to this corporation in connection with—and shall be indemnified by this corporation with respect to, and saved harmless from—any loss suffered or liability or expense incurred by reason of the Bank's acting or relying upon any of the foregoing resolutions, even if such resolutions have in fact been changed.

I further certify that no provisions or provisions in the certificate of incorporation, articles, charter, memorandum of association or by-laws or any resolutions or other internal rules of said corporation limit in any manner the authority of the board of directors to adopt the foregoing resolutions, and that such resolutions conform in all respects with the provisions of the certificate of incorporation, articles or charter or memorandum of association and by-laws and any resolutions and other internal rules of said corporation.

<small>NAME</small>
<u>KARSTEN H. WINDELER</u>
<u>JUAN TOMAS TAVARES</u>
<u>LUIS MAURICIO BOGAERT</u>
<u>JEAN LOUIS DEBOYRIE</u>
<u>GUSTAVO A. TAVARES E.</u>
<u>GUSTAVO J. TAVARES</u>

<small>TITLE</small>
<u>PRESIDENT</u>
<u>VICE PRESIDENT</u>
<u>SECRETARY</u>
<u>TREASURER</u>
<u>AUTHORIZED SIGNATORY</u>
<u>AUTHORIZED SIGNATORY</u>

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 1st day of DECEMBER 2005.

*Luis M. Bogaert*  
Secretary of Corporation  
LUIS MAURICIO BOGAERT  
Secretary

Witnessed by: *[Signature]*  
Secretary  
Jean L. De Boyrie  
Secretary

FOR INDIVIDUAL(S) OR CORPORATION OR OTHER ORGANIZATION



American Express Bank International (Miami Branch)

**MONEY MARKET ACCOUNT AGREEMENT**

This Money Market Account Agreement ("this Agreement") between the undersigned and American Express Bank International (Miami Branch) ("Bank") is effective only upon due execution by the undersigned and acceptance (in the manner provided for at the end of this Agreement) by a duly authorized representative of Bank.

Throughout this Agreement: (i) "Customer" or "each Customer" refers to each applicant (whether an individual or a corporation or other organization, and whether the number of applicants is one or more), and "Customers," "any of Customers" or "all Customers" refers, if there is only one applicant, to that applicant; (ii) the masculine gender includes the feminine; and (iii) "herein," "hereunder" and "herewith" refer to this Agreement in its entirety.

**Section 1 — Application for Account.**

Each Customer hereby requests Bank to open and establish at Bank in the name(s) of all Customers a deposit account to be referred to as a money market account (the "Account") on the terms and conditions stated herein, by which each Customer hereby agrees to be bound.

**Section 2 — Minimum Deposit Requirement.**

The initial minimum deposit balance required to open the Account is 25,000.

**Section 3 — Interest.**

(A) The interest rate paid on the Account will be set and changed from time to time by Bank in its sole discretion.

(B) Notwithstanding Section 3(A) above, for any Statement Cycle (as defined in Section 5 below) in which the average collected balance for the Account falls below 25,000, the rate of interest paid on all collected balances in the Account for the entire Statement Cycle will be reduced as determined by Bank in its sole discretion.

(C) Interest will accrue on collected balances only.

(D) Interest will be posted to the Account on the last Banking Day (as defined in Section 5 below) of each month.

(E) Interest will not be paid on the Account unless and until all charges imposed by Bank on the Account have been paid.

**Section 4 — Limits on Transactions.**

(A) Preauthorized transfers (including, without limitation, telephone-initiated transfers) from the Account are limited to six (6) such transactions per month, only three (3) of which may be by check, draft or similar item drawn to one or more third parties. The date of a transaction will be the date the Account is debited for any withdrawal or transfer, or the date of payment of an item drawn on the Account.

(B) An unlimited number of withdrawals—in other words, payments made **directly** to Customer(s)— from the Account may be made in person, by mail or by messenger. Withdrawals through automated teller machines may be unlimited in number but will be subject to such daily dollar limits on automatic teller machine withdrawals as Bank may establish from time to time.

(C) Withdrawals or other transfers from the Account may be made in any amount.

(D) Deposits to the Account may be made, at any time and from time to time, in any dollar amount.

(E) Any and all withdrawals and other transfers must be made in accordance with all provisions of the Account Application and Agreement executed by all Customers and the Rules and Regulations Governing Accounts (as amended from time to time).

**Section 5 — Statements.**

Bank will furnish a statement regarding the Account at the end of each Statement Cycle (as defined in this Section 5). The first Statement Cycle will begin on the day the Account is opened. Each Statement Cycle will end on the last Banking Day (as defined in this Section 5) of each calendar month, provided that if the Account is

EACH CUSTOMER HEREBY ACKNOWLEDGES THAT HE HAS RECEIVED A COPY OF THIS AGREEMENT HAS READ IT, AGREES WITH IT AND AGREES TO BE BOUND BY IT

Executed as of 6/11 1991

(IF INDIVIDUAL APPLICANT(S)):

Witnessed:

\_\_\_\_\_

Witnessed:

\_\_\_\_\_

Witnessed:

\_\_\_\_\_

Witnessed:

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

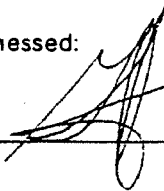
\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

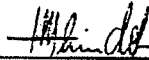
(IF APPLICANT IS CORPORATION OR OTHER ORGANIZATION):

Witnessed:

  
\_\_\_\_\_

\_\_\_\_\_  
(Name of Applicant)

By:

  
\_\_\_\_\_

(Signature)

PERSTEIN H. WINDELER  
\_\_\_\_\_

(Print Name)

Title:

PRESIDENT  
\_\_\_\_\_

—AND—



*ef*  
AMERICAN EXPRESS BANK  
INTERNATIONAL

FOR INDIVIDUAL(S) OR CORPORATION OR OTHER ORGANIZATION

AUG 26 3 38 PM '91

American Express Bank International (Miami Branch)

**AGREEMENT REGARDING FACSIMILE TRANSMISSIONS**

In consideration of your accepting, by telefax or teletcopy ("facsimile transmission"), instructions regarding any and all matters relating to any account or property maintained or hold in the name(s) of the undersigned (whether a corporation, an individual or individuals) from any individual(s) purporting to be individual(s) who in fact has or have authority to direct you regarding the matter or matters in question ("Instructions"), including without limitation Instructions that you pay or transfer funds or renew or cancel accounts, the undersigned hereby agree(s) that —whether or not any such individual(s) is or are whoever he or they purport(s) to be, and notwithstanding any contrary provisions in any other agreements or documents relating to any account or property of the undersigned— you and your employees shall have no responsibility or liability whatsoever to the undersigned, whether directly or indirectly, in connection with your acting as aforesaid, and the undersigned shall indemnify you and your employees from and against all actions, proceedings, claims and demands which may be brought or made against you (and all losses, charges, damages, liabilities, costs and expenses, including without limitation all court costs and attorney's fees, which you may incur or suffer, directly or indirectly) by reason of your acting as aforesaid.

You have no obligation whatsoever to obtain any confirmation of any instructions conveyed by facsimile transmissions.

You may no longer accept and honor instructions conveyed by facsimile transmissions once you have received —and have had a reasonable time (not less than 2 business days) to act upon— signed instructions to that effect (conveyed by mail, facsimile transmission or hand delivery) from the undersigned or (if the undersigned are individuals) from any one or more of the undersigned.

The undersigned also agree(s) that you have the right, in your discretion and without any liability whatsoever, to refuse to accept or honor any instructions conveyed by facsimile transmission (even if an officer or other employee of yours has indicated by telephone that you will accept and honor such instructions), provided that you promptly notify the undersigned of such refusal or (if the undersigned are individuals) promptly notify any one or more of the undersigned.

This Agreement shall apply to all instructions received by you by facsimile transmission now or hereafter, as well as all such instructions heretofore received by you, and all such instructions heretofore received by you are hereby ratified, confirmed and approved by the undersigned in all respects.

This Agreement may be amended or waived only by virtue of a writing executed by you and the undersigned or (if the undersigned are individuals) by you and all of the undersigned.

This Agreement shall be governed by and construed in accordance with Florida law.

~~TWO SIGNATURES REQUIRED~~

FOR INDIVIDUAL(S)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

FOR CORPORATION OR OTHER ORGANIZATION

~~CARTBETRANS S.A.~~ \_\_\_\_\_  
(Name of Organization)

By: *Karsten H. Windeler* \_\_\_\_\_  
(Signature)

Karsten H. Windeler  
(Print Name)

Title: President

-AND-

(IF OTHER SIGNATURE NECESSARY)

By: *Gustavo A. Tavares* \_\_\_\_\_  
(Signature)

Gustavo A. Tavares  
(Print Name)

Title: Vice-President & Treasurer

FOR CORPORATION OR OTHER ORGANIZATION

By: *Luis M. Bogaert* \_\_\_\_\_  
(Signature)

Luis Mauricio Bogaert - Secretary  
(Print Name)

By: *[Signature]* \_\_\_\_\_  
(Signature)



FOR INDIVIDUAL(S) OR CORPORATION OR OTHER ORGANIZATION

American Express Bank International (Miami Branch)

AGREEMENT REGARDING FACSIMILE TRANSMISSIONS

In consideration of your accepting, by telefax or teletcopy ("facsimile transmission"), instructions regarding any and all matters relating to any account or property maintained or hold in the name(s) of the undersigned (whether a corporation, an individual or individuals) from any individual(s) purporting to be individual(s) who in fact has or have authority to direct you regarding the matter or matters in question ("Instructions"), including without limitation Instructions that you pay or transfer funds or renew or cancel accounts, the undersigned hereby agree(s) that —whether or not any such individual(s) is or are whoever he or they purport(s) to be, and notwithstanding any contrary provisions in any other agreements or documents relating to any account or property of the undersigned— you and your employees shall have no responsibility or liability whatsoever to the undersigned, whether directly or indirectly, in connection with your acting as aforesaid, and the undersigned shall indemnify you and your employees from and against all actions, proceedings, claims and demands which may be brought or made against you (and all losses, charges, damages, liabilities, costs and expenses, including without limitation all court costs and attorney's fees, which you may incur or suffer, directly or indirectly) by reason of your acting as aforesaid.

You have no obligation whatsoever to obtain any confirmation of any Instructions conveyed by facsimile transmissions.

You may no longer accept and honor Instructions conveyed by facsimile transmissions once you have received —and have had a reasonable time (not less than 2 business days) to act upon— signed instructions to that effect (conveyed by mail, facsimile transmission or hand delivery) from the undersigned or (if the undersigned are individuals) from any one or more of the undersigned.

The undersigned also agree(s) that you have the right, in your discretion and without any liability whatsoever, to refuse to accept or honor any Instructions conveyed by facsimile transmission (even if an officer or other employee of yours has indicated by telephone that you will accept and honor such instructions), provided that you promptly notify the undersigned of such refusal or (if the undersigned are individuals) promptly notify any one or more of the undersigned.

This Agreement shall apply to all Instructions received by you by facsimile transmission now or hereafter, as well as all such Instructions heretofore received by you, and all such Instructions heretofore received by you are hereby ratified, confirmed and approved by the undersigned in all respects.

This Agreement may be amended or waived only by virtue of a writing executed by you and the undersigned or (if the undersigned are individuals) by you and all of the undersigned.

This Agreement shall be governed by and construed in accordance with Florida law.

FOR INDIVIDUAL(S)

Signature lines for individuals, including labels for (Signature) and (Print Name). A large diagonal line is drawn through this section.

FOR CORPORATION OR OTHER ORGANIZATION

Signature lines for corporation/organization. Includes handwritten text: CARIBETRANS S-A, By: X Luis M. Bogant, Luis M. Bogant, Title: secretary.

-AND-

(IF OTHER SIGNATURE NECESSARY)

Signature lines for other necessary signatures. Includes handwritten text: By: X Karsten H. Wundeler, Karsten H. Wundeler, Title: President.

ACCOUNT OF CORPORATION OR OTHER ORGANIZATION

CARIBETRANS, S.A.

(Please state the full title of the account)

In consideration of the opening and maintenance of this account by American Express Bank International (the "Bank"), each of the undersigned certifies to the Bank, with the knowledge that the Bank will rely on such certification in connection with the operation of this account, that each of the signatures appearing below is the signature of the person named and that such person holds the office or position (if any) with the account holder indicated next to such person's name.

TWO Signature(s) Required on Drawings

(PLEASE RULE OR BLOCK OUT ALL UNUSED SPACES)

Karsten H. Windeler, President X [Signature]
Juan T. Tavares, Vice President X [Signature]
Luis M. Bogaert, Secretary X [Signature]
Jean L. DeBoyrie, Treasurer X [Signature]

ACCOUNT OPENING AUTHORIZED BY:

CF:

Date: 12/1/05

CORPORATION OR OTHER ORGANIZATION

Signature(s) Verified by:

[Signature] 12/1/05 (Date)

ACCOUNT OF CORPORATION OR OTHER ORGANIZATION

CARIBETRANS, S.A.

(Please state the full title of the account)

In consideration of the opening and maintenance of this account by American Express Bank International (the "Bank"), each of the undersigned certifies to the Bank, with the knowledge that the Bank will rely on such certification in connection with the operation of this account, that each of the signatures appearing below is the signature of the person named and that such person holds the office or position (if any) with the account holder indicated next to such person's name.

TWO Signature(s) Required on Drawings

(PLEASE RULE OR BLOCK OUT ALL UNUSED SPACES)

Gustavo A. Tavares, Authorized Signatory X [Signature]
Gustavo J. Tavares, Authorized Signatory X [Signature]

(Print or Type Name and Title, if any)

(Signature)

(Print or Type Name and Title, if any)

(Signature)

ACCOUNT OPENING AUTHORIZED BY:

CF:

Date: 12/1/05

Signature(s) Verified by:

[Signature] 12/1/05 (Date)

Personal Information  
Redacted

ACCOUNT OF CORPORATION OR OTHER ORGANIZATION

Caribetras S.A.

(Please state the full title of the account)

In consideration of the opening and maintenance of this account by American Express Bank International (the "Bank"), each of the undersigned certifies to the Bank, with the knowledge that the Bank will rely on such certification in connection with the operation of this account, that each of the signatures appearing below is the signature of the person named and that such person holds the office or position (if any) with the account holder indicated next to such person's name.

02 Signature(s)  
Required on Drawings

Signature(s) Verified by:  
Rui M. Poyart 7.7.98  
(Date)  
[Signature]

(PLEASE RULE OR BLOCK OUT ALL UNUSED SPACES)

Jean Louis DeBoyré  
(Print or Type Name and Title, if any)

[Signature]  
Gustavo Tavares  
(Signature)

Gustavo Tavares K  
(Print or Type Name and Title, if any)

[Signature]  
(Signature)

(Print or Type Name and Title, if any)

[Signature]  
(Signature)

(Print or Type Name and Title, if any)

ACCOUNT OPENING AUTHORIZED BY:

CIF: \*23\*\*

[Signature]

Date: 7/14/98

CORPORATION OR OTHER ORGANIZATION

Personal Information  
Redacted

ACCOUNT OF CORPORATION OR OTHER ORGANIZATION

Caribetras S.A.

(Please state the full title of the account)

In consideration of the opening and maintenance of this account by American Express Bank International (the "Bank"), each of the undersigned certifies to the Bank, with the knowledge that the Bank will rely on such certification in connection with the operation of this account, that each of the signatures appearing below is the signature of the person named and that such person holds the office or position (if any) with the account holder indicated next to such person's name.

02 Signature(s)  
Required on Drawings

Signature(s) Verified by:  
Rui M. Poyart 7.7.98  
(Date)  
[Signature]

(PLEASE RULE OR BLOCK OUT ALL UNUSED SPACES)

Jean Louis DeBoyré  
(Print or Type Name and Title, if any)

[Signature]  
Gustavo Tavares K  
(Signature)

Gustavo Tavares K  
(Print or Type Name and Title, if any)

[Signature]  
(Signature)

(Print or Type Name and Title, if any)

[Signature]  
(Signature)

(Print or Type Name and Title, if any)

ACCOUNT OPENING AUTHORIZED BY:

[Signature]



*Manita*  
 Please  
 Get correct  
 Signature

Personal Information  
 Redacted

Personal Information  
 Redacted

ACCOUNT OF CORPORATION OR OTHER ORGANIZATION

AUTHORIZED SIGNATURE(S) OF

CARIBETRANS S.A.

(Please state the full title of the account)

Single  
 Signature  
 Permitted on  
 Withdrawal  
 (100)

In consideration of the opening and maintenance of this account by American Express Bank International (the "Bank") at its Miami branch, certifies to the Bank, with the knowledge that the Bank will rely on such certification in connection with the operation of this account, that each of the undersigned signatures appearing below is the signature of the person named and that such person holds the office or position (if any) with the account holder indicated next to such person's name.

(PLEASE RULE OR BLOCK OUT ALL UNUSED SPACES)

Signatures(s) Verified by:	01/16/11	(Date)	KARSTEN H. WINDELER X <i>Karsten H. Windeler</i>	Will Sign
			LUIS M. BOGAERT X <i>Luis M. Bogaert</i>	Will Sign
			GUSTAVO A. THAVARES X <i>Gustavo Thavares</i>	Will Sign
			RAFAEL BARRERA X <i>Rafael Barrera</i>	Will Sign
				Will Sign

ACCOUNT OPENING AUTHORIZED BY: *[Signature]*

Date

CORPORATION OR OTHER ORGANIZATION

Personal Information  
Redacted

ACCOUNT OF CORPORATION OR OTHER ORGANIZATION  
AUTHORIZED SIGNATURE(S) OF

CARIBETRANS SA

(Please state the full title of the account)

Single  
Signature  
Permitted on  
Debiting

100

In consideration of the opening and maintenance of this account by American Express Bank International (the Bank) at its Miami branch certifies to the Bank, with the knowledge that the Bank will rely on such certification in connection with the operation of this account, that each of the undersigned signatures appearing below is the signature of the person named and that such person holds the office or position (if any) with the account holder indicated next to such person's name

(PLEASE RULE OR BLOCK OUT ALL UNUSED SPACES)

PARSTEN H WINDELER X ~~Bill~~ ~~John~~ ~~Del~~

Print or Type Name (and Title, if Any)

LUIS M. BOGAERT X Luis M. Bogaert

Will Sign

GUSTAVO A THAVARES X Gustavo Thavares

Will Sign

RAFAEL BARRERA X Rafael Barrera

Will Sign

ACCOUNT OPENING AUTHORIZED BY

*[Signature]*

Will Sign

Date

6/1/91

CORPORATION OR OTHER ORGANIZATION

Signature(s) Vertical by

(Date)

Needs 2 signatures.

Personal Information  
Redacted

ACCOUNT OF CORPORATION OR OTHER ORGANIZATION

*Caribetras S.A.*

(Please state the full title of the account)

In consideration of the opening and maintenance of this account by American Express Bank International (the "Bank"), each of the undersigned certifies to the Bank, with the knowledge that the Bank will rely on such certification in connection with the operation of this account, that each of the signatures appearing below is the signature of the person named and that such person holds the office or position (if any) with the account holder indicated next to such person's name

02 Signature(s)  
Required on Drawings

Signature(s) Verified by  
Ramiro Bogot 7-7-58  
(Date)  
[Signature]  
(Signature)

(PLEASE RULE OR BLOCK OUT ALL UNUSED SPACES)

Jean Louis DeBoyle  
(Print or Type Name and Title, if any)

(Signature)

Gustavo Javarez .K  
(Print or Type Name and Title, if any)

(Signature)

(Print or Type Name and Title, if any)

(Signature)

(Print or Type Name and Title, if any)

(Signature)

ACCOUNT OPENING AUTHORIZED BY

[Signature]

CIF \*23\*\*

Date

7/14/58

CORPORATION OR OTHER ORGANIZATION

Personal Information

Redacted

ACCOUNT OF CORPORATION OR OTHER ORGANIZATION

AUTHORIZED SIGNATURE(S) OF

CARIBETRANS S.A

(Please state the full title of the account)

Single Signatures Permitted on Debiting

TWO

In consideration of the opening and maintenance of this account by American Express Bank International (the "Bank") at its Miami branch, certifies to the Bank, with the knowledge that the Bank will rely on such certification in connection with the operation of this account, that each of the undersigned signatures appearing below is the signature of the person named and that such person holds the office or position (if any) with the account holder indicated next to such person's name.

(PLEASE RULE OR BLOCK OUT ALL UNUSED SPACES)

6/11/91	PARSTENH WINDELER X	Will Sign
	Print or Type Name (and Title, if Any)	
	LUIS M. BOGAERT X	Will Sign
	GUSTAVO A TAVARES X	Will Sign
	RAFAEL BARBERA X	Will Sign
	ACCOUNT OPENING AUTHORIZED BY	Will Sign

\*23\*\*

Date

6/11/91

CORPORATION OR OTHER ORGANIZATION

01-17-92 ...

FOR INDIVIDUAL(S) OR CORPORATION OR OTHER ORGANIZATION



American Express Bank International (Miami Branch)

AGREEMENT REGARDING FACSIMILE TRANSMISSIONS

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You have no obligation whatsoever to obtain any confirmation of any Instructions conveyed by facsimile transmissions.

You may no longer accept and honor Instructions conveyed by facsimile transmissions once you have received —and have had a reasonable time (not less than 2 business days) to act upon— signed instructions to that effect (conveyed by mail, facsimile transmission or hand delivery) from the undersigned or (if the undersigned are individuals) from any one or more of the undersigned.

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This Agreement shall be governed by and construed in accordance with Florida law.

FOR INDIVIDUAL(S)

*Rui M. Bogert*  
(Signature)

LUIS M. BOGERT  
(Print Name)

*[Signature]*  
(Signature)

RAFAEL B...  
(Print Name)

*[Signature]*  
(Signature)

GUSTAVO H. ...  
(Print Name)

*[Signature]*  
(Signature)

K. H. WINDELER  
(Print Name)



FOR CORPORATION OR OTHER ORGANIZATION

\_\_\_\_\_  
(Name of Organization)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

-AND-

(IF OTHER SIGNATURE NECESSARY)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

CERTIFICATE OF CORPORATE RESOLUTION

Luis Mauricio Bogaert (Name)

Secretary of CARIBETRANS, S.A. (Name of Corporation)

a corporation duly organized and existing under the laws of DOMINICAN REPUBLIC. hereby certify that the following is a true copy of resolutions duly adopted by the board of directors of said corporation at a meeting held on June 6, 1991 at which a quorum was at all times present and acting, and that said resolutions are now in full force and effect:

RESOLVED that this corporation open and maintain one or more accounts with American Express Bank International, Miami Branch, the Bank, and that the Bank is authorized to credit to the accounts of this corporation all checks, drafts, notes, orders and other instruments for the payment of money inclosed in any manner or unendorsed and any funds or other property which shall be delivered by anyone to the Bank for credit to such accounts; and

FURTHER RESOLVED that any 2 (TWO) of the following officers or employees of this corporation:

PRESIDENT AUTHORIZED SIGNATOR
VICE PRESIDENT + TREASURER
SECRETARY

shall hereafter be authorized: (a) to sign [by handwriting, by stamp impression of facsimile signature or by any other means] in the name of or on behalf of this corporation all drafts, orders and other instruments or instructions for the payment of money drawn on any of said accounts; (b) to demand, receive, and take or direct delivery of and receipt for any and all stocks, bonds and other securities belonging to this corporation which the Bank may at any time have in its custody, possession or control, whether the same be held in the name of this corporation or for this corporation's account in the name of a nominee or indorsed in blank; (c) to sign [by handwriting, by stamp impression of facsimile signature or by any other means] in the name of or on behalf of this corporation any account agreements which may be requested at any time by the Bank; and (d) to certify to the Bank the signature of and the offices or other positions held by each person authorized to sign on behalf of this corporation; and

FURTHER RESOLVED, that the Bank is hereby authorized to accept and/or pay and/or apply any draft, check, order or other instrument for the payment of money (or any proceeds thereof) when such draft, check, order or instrument is drawn on any of said accounts and signed [by handwriting, by stamp impression of facsimile signature or by any other means] as required by these resolutions, without inquiry and without regard to the disposition of any such item or any proceeds thereof, and the Bank shall not be liable in connection therewith notwithstanding that such item may be payable to the order of a person whose signature [by handwriting, by stamp impression of facsimile signature or by any other means] appears thereon or of any other officer or officers or agent or agents of this corporation or that such item or any proceeds thereof may be used or disposed of for the personal credit or account of any such person or persons, officer or officers or agent or agents with the Bank or otherwise or in payment of the individual obligation of any such person or persons, officer or officers or agent or agents to the Bank or otherwise; and

FURTHER RESOLVED, that any 2 (TWO) of the following officers or employees of this corporation:

PRESIDENT AUTHORIZED SIGNATOR
VICE PRESIDENT + TREASURER
SECRETARY

shall hereafter be authorized in the name of and on behalf of this corporation from time to time: (a) to borrow money and to obtain credit for this corporation without limitation in amount; (b) to execute and deliver notes, drafts, acceptances, instruments of guaranty, agreements and other obligations of this corporation in such form as may be requested by the Bank; (c) to pledge, assign, mortgage or in any other manner create security interests in stocks, bonds, notes, accounts or other property of any kind belonging to this corporation or in which it has an interest; (whether to secure obligations of this corporation or obligations of any third party or third parties); (d) to deal, in any other respects, with any and all stocks, bonds, notes, accounts and other property of any kind belonging to this corporation or in which it has an interest; and (e) to give the Bank all such authority with respect to any such property as it may request; and

FURTHER RESOLVED, that the Bank is hereby authorized to act and rely upon all the foregoing resolutions until it has received, and has had a reasonable time to act upon, notice in writing signed by the Secretary of any change in such resolutions, and that until such time the Bank shall have no liability to this corporation in connection with—and shall be indemnified by this corporation with respect to, and saved harmless from—any loss suffered or liability or expense incurred by reason of the Bank's acting or relying upon any of the foregoing resolutions, even if such resolutions have in fact been changed."

I further certify that no provision or provisions in the certificate of incorporation, articles, charter, memorandum of association or by-laws or any resolutions or other internal rules of said corporation limit in any manner the authority of the board of directors to adopt the foregoing resolutions, and that such resolutions conform in all respects with the provisions of the certificate of incorporation, articles [or charter or memorandum of association] and by-laws and any resolutions and other internal rules of said corporation.

I further certify that the following persons hold the positions in said corporation indicated by their respective names:

Table with columns NAME and TITLE. Names include KARSTEN H. WINDELER (PRESIDENT), GUSTAVO H. TRAVARES (VICE PRESIDENT + TREASURER), LUIS MAURICIO BOGAERT (SECRETARY), RAFAEL BARREIRA (AUTHORIZED SIGNATOR).

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation this April 22, 1991

Luis M. Bogaert (Signature of Secretary)

LUIS MAURICIO BOGAERT (Print Name)

Confirmed by (Signature)



NOTE: THROUGHOUT THE REMAINDER OF THIS "ACCOUNT APPLICATION AND AGREEMENT," "YOU" REFERS TO AMERICAN EXPRESS BANK INTERNATIONAL, (MIAMI BRANCH), AND "WE", "US", "OUR" AND "OURS" REFER TO THE APPLICANT. THROUGHOUT THE REMAINDER OF THIS "ACCOUNT APPLICATION AND AGREEMENT" THE MASCULINE GENDER INCLUDES THE FEMININE AND HEREUNDER, "HEREIN AND HEREWITH" REFER TO THIS "ACCOUNT APPLICATION AND AGREEMENT" IN ITS ENTIRETY. THE TERM "ATTORNEYS FEES" WHENEVER USED HEREIN REFERS TO ALL ATTORNEYS FEES, WHETHER OR NOT SUIT IS BROUGHT, INCLUDING WITHOUT LIMITATION, FEES INCURRED IN CONNECTION WITH COLLECTION EFFORTS, WORKOUTS AND JUDICIAL, BANKRUPTCY AND OTHER PROCEEDINGS INCLUDING APPELATE LEVEL PROCEEDINGS WHETHER SUCH PROCEEDINGS ARISE BEFORE OR AFTER ENTRY OF A FINAL JUDGEMENT

#### 5 DECLARATIONS

- a) WE HEREBY APPLY TO OPEN AN ACCOUNT OR ACCOUNTS WITH AMERICAN EXPRESS BANK INTERNATIONAL. WE UNDERSTAND THAT THE INFORMATION GIVEN HEREIN IS THE BASIS FOR OPENING THE ACCOUNT(S). WE THEREFORE WARRANT THAT THIS INFORMATION IS TRUE AND CORRECT. WE ALSO HEREBY AGREE THAT, IF THIS "ACCOUNT APPLICATION AND AGREEMENT" IS APPROVED, WE SHALL BE BOUND BY ALL OF ITS PROVISIONS AND BY YOUR "RULES AND REGULATIONS GOVERNING ACCOUNTS," WHICH ARE HEREBY INCORPORATED HEREIN.
- b) YOU MAY AMEND YOUR "RULES AND REGULATIONS GOVERNING ACCOUNTS," FROM TIME TO TIME AND AT ANY TIME, BY NOTIFYING US IN WRITING AT OUR LAST KNOWN MAILING ADDRESS ON FILE WITH YOU (OR COMPLYING WITH APPLICABLE HOLD MAIL INSTRUCTIONS); EACH SUCH AMENDMENT SHALL BECOME EFFECTIVE TEN (10) DAYS AFTER SUCH NOTICE IS PLACED IN THE MAIL (OR HELD) BY YOU.
- c) WE MAY, IN THE FUTURE, ESTABLISH ONE OR MORE ADDITIONAL ACCOUNTS WITH YOU WHICH, UNLESS OTHERWISE AGREED IN WRITING BY YOU, SHALL BE GOVERNED BY ALL THE PROVISIONS OF THIS "ACCOUNT APPLICATION AND AGREEMENT" (AND ALL THE PROVISIONS OF YOUR "RULES AND REGULATIONS GOVERNING ACCOUNTS," WHICH ARE INCORPORATED HEREIN).
- d) We understand that a check, draft, order or credit slip will be applied only to the account for which it has been prepared.

#### 6 RIGHT TO BLOCK OR SET OFF ACCOUNTS OR APPLY ACCOUNTS OR OTHER PROPERTY

- (a) WE HEREBY IRREVOCABLY AGREE THAT ALL OR PART OF ANY ACCOUNTS MAINTAINED AT ANY TIME WITH (AND ALL OR PARTS OF THE PROCEEDS OF ANY OTHER PROPERTY HELD AT ANY TIME BY), YOU, ANY OTHER OFFICES OF AMERICAN EXPRESS BANK LTD., AMERICAN EXPRESS BANK INTERNATIONAL OR ANY OTHER INSTITUTIONS AFFILIATED WITH OR RELATED TO YOU (ALL THE FOREGOING INSTITUTIONS, INCLUDING YOU, BEING THE "RELATED INSTITUTIONS") IN OUR NAME OR IN OUR NAME AND THE NAME(S) OF ANY ONE OR MORE OTHER ORGANIZATIONS OR INDIVIDUALS —AND ALL OR PART OF ANY INDEBTEDNESS AT ANY TIME OWING BY ANY ONE OR MORE OF THE RELATED INSTITUTIONS (OR BY ANY ONE OR MORE OF THE RELATED INSTITUTIONS AND ANY ONE OR MORE INDIVIDUALS OR OTHER ORGANIZATIONS) TO US OR TO US AND ANY ONE OR MORE OTHER ORGANIZATIONS OR INDIVIDUALS —MAY, AT ANY TIME AND FROM TIME TO TIME, BE SET OFF OR APPLIED WITHOUT NOTICE OR OTHER FORMALITY (THUS ENFORCING, IN ADDITION, SECURITY INTERESTS WHICH WE HEREBY GRANT) AGAINST OR WITH RESPECT TO ANY AND ALL "DEBTS" (AS DEFINED BELOW), AS USED IN THIS SECTION (a), "DEBTS" MEANS ALL OBLIGATIONS (INCLUDING, WITHOUT LIMITATION, OBLIGATIONS ARISING THROUGH THE USE OF AMERICAN EXPRESS "GOLD CARDS") —WHETHER NOW EXISTING OR HEREAFTER ARISING BY ANY MEANS (INCLUDING PURCHASE, ASSIGNMENT OR OTHER TRANSFER), WHETHER MATURED OR ACCELERATED, AND WHETHER FOR PRINCIPAL, INTEREST, DAMAGES, ATTORNEYS' FEES, OTHER EXPENSES OR COSTS, OR ANY OTHER CHARGES OR AMOUNTS — OF OURS (WHETHER OR NOT ANY SUCH OBLIGATIONS ARE ALSO OBLIGATIONS OF ANY ONE OR MORE OTHER ORGANIZATIONS OR INDIVIDUALS) TO ANY ONE OR MORE OF THE RELATED INSTITUTIONS (OR TO ANY ONE OR MORE OF THE RELATED INSTITUTIONS AND ANY ONE OR MORE INDIVIDUALS OR OTHER ORGANIZATIONS).
- (b) WE HEREBY IRREVOCABLY AGREE THAT ALL OR PART OF ANY ACCOUNTS MAINTAINED AT ANY TIME WITH (AND ANY OTHER PROPERTY, OR ALL OR PART OF THE PROCEEDS OF ANY OTHER PROPERTY, HELD AT ANY TIME BY) ANY OF THE RELATED INSTITUTIONS IN OUR NAME OR IN OUR NAME AND THE NAME(S) ANY ONE OR MORE OTHER ORGANIZATIONS OR INDIVIDUALS —AND ALL OR PART OF ANY INDEBTEDNESS AT ANY TIME OWING BY ANY ONE OR MORE OF THE RELATED INSTITUTIONS (OR BY ANY ONE OR MORE OF THE RELATED INSTITUTIONS AND ANY ONE OR MORE INDIVIDUALS OR OTHER ORGANIZATIONS) TO US OR TO US AND ANY ONE OR MORE OTHER ORGANIZATIONS OR INDIVIDUALS —MAY, AT ANY TIME AND FROM TIME TO TIME, BE BLOCKED OR WITHHELD, WITHOUT NOTICE OR OTHER FORMALITY, TO THE EXTENT NECESSARY IN ORDER TO FULLY COVER THE AGGREGATE AMOUNT OF ANY AND ALL "OBLIGATIONS" (AS DEFINED BELOW), AS USED IN THIS SECTION (b), "OBLIGATIONS" MEANS ALL OBLIGATIONS (INCLUDING, WITHOUT LIMITATION, OBLIGATIONS ARISING THROUGH THE USE OF AMERICAN EXPRESS "GOLD CARDS") —WHETHER NOW EXISTING OR HEREAFTER ARISING BY ANY MEANS (INCLUDING PURCHASE, ASSIGNMENT OR OTHER TRANSFER), WHETHER DIRECT OR INDIRECT, ABSOLUTE OR CONTINGENT, MATURED OR UNMATURED, AND WHETHER FOR PRINCIPAL, INTEREST, DAMAGES, ATTORNEYS' FEES, OTHER EXPENSES OR COSTS, OR ANY OTHER CHARGES OR AMOUNTS —OF OURS (WHETHER OR NOT ANY SUCH OBLIGATIONS ARE ALSO OBLIGATIONS OF ANY ONE OR MORE OTHER ORGANIZATIONS OR INDIVIDUALS) TO ANY ONE OR MORE OF THE RELATED INSTITUTIONS (OR TO ANY ONE OR MORE OF THE RELATED INSTITUTIONS AND ANY ONE OR MORE INDIVIDUALS OR OTHER ORGANIZATIONS).
- (c) All rights and remedies arising under this section are in addition to all other rights and remedies (including, without limitation, other rights of set-off) arising under this Account Application and Agreement, under the Rules and Regulations Governing Accounts, under any other agreements or under applicable law.

#### 7 DRAFTS, ENDORSEMENTS, WITHDRAWALS AND PLEDGES

We request and authorize you, until we give you notice in writing to the contrary, to honor and debit to any demand deposit, or money market, account of ours all checks, drafts and orders drawn, bills accepted and notes made by us, if (in your judgment) properly prepared and executed by us.

We also authorize you to accept our endorsement on any check, draft, order, bill or note payable to us and to be credited to an account maintained with you in our name.

You may also act upon any request, instruction or agreement of ours regarding any withdrawal, transfer, or assignment of, extension of credit secured by, or other transaction relating to any account which we may at any time maintain with you or any securities or other property which you may at any time hold on our behalf, or regarding any purchase, or acceptance of custody, by you at any time of any securities or other property on our behalf. Any account which we maintain with you at any time and any securities or other property which you hold at any time on our behalf may serve as collateral for one or more extensions of credit \_\_\_\_\_ to us \_\_\_\_\_ to us or to any third party or third parties.

#### 8 RESIDENCY/CITIZENSHIP/TAX WITHHOLDING STATEMENT

We hereby confirm under penalties of perjury that for United States tax purposes we are not a resident of the United States. Accordingly we request that interest paid or credited to us in respect of any deposit or credit balance of ours with you not be reported to the Internal Revenue Service.

We will advise you immediately should we become a resident of the United States at any future time.

#### 9 NONTRANSFERABILITY

We understand that any account maintained with you is not transferable, although a security interest may be granted in such an account.

#### SECTIONS 10, TO 12, BELOW ARE OPTIONAL AND SHOULD BE SCORED THROUGH IF NOT APPLICABLE.

#### 10 UNSIGNED INSTRUCTIONS

In consideration of your accepting (from any person or persons duly authorized to give you signed instructions regarding the matter in question) telephone or telex instructions regarding any and all matters relating to any account or property maintained or held in our name, we hereby (a) agree you shall have no responsibility or liability to us, whether directly or indirectly, in connection with your so doing; and (b) agree to keep you indemnified from and against all actions, proceedings, claims and demands which may be brought or made against you and all losses, costs, charges, damages, liabilities and expenses which you may incur or suffer or for which you may become liable, directly or indirectly by reason of your so doing.

You may no longer accept and honor such telephone or telex instructions once you have received (and have had a reasonable time to act upon) signed instructions to that effect from us.

We also agree that you have the right to refuse to accept or honor any telephone or telex instructions, even if an officer or other employee of ours has indicated by telephone that you will accept and honor those instructions.

#### 11 HOLD MAIL

We hereby authorize and request that you hold all advices, statements, communications, notices and other documents relating to any account or property maintained with or held by you in our name on the following terms and conditions:

We may from time to time (a) notify you in writing of an address to which such items should be sent by you by registered mail at our expense or (b) give you written authority to release such

We understand and agree that any such items which you are holding 18 months after the date of this Account Application and Agreement as set forth below and thereafter at six-month intervals will be sent by you registered post at our expense to our last address known to you, unless such items are collected or written instructions as described in the preceding paragraph are received by you, within one calendar month after the end of each such 18-month period.

We understand and hereby agree that you shall have no responsibility or liability whatsoever to us for any losses, costs, damages, expenses or other liabilities, however arising, which we may suffer or incur as a result of your complying with any request or instruction in this section.

In consideration of your holding items under the above terms and conditions, we hereby undertake to indemnify you and hold you harmless against any losses, costs, damages, expenses or other liabilities, however arising, which you may suffer or incur as a result of your so doing.

We agree that you may debit to any account in our name any administrative charges for this service as specified in the schedule of charges contained in your "Rules and Regulations Governing Accounts" and amended from time to time.

12 GOLD CARD

RE American Express Gold Account of \_\_\_\_\_

Card No. \_\_\_\_\_ (may be completed later by you if not known at present)

To be billed to Demand Account No. \_\_\_\_\_ (may be completed later by you if not known at present)

We understand and agree that pursuant to arrangements made with American Express Travel Related Services Company, Inc. ("American Express"), monthly billings for the Gold Card referred to above will be forwarded to you. We hereby request, authorize and instruct that you debit any demand deposit account maintained (or to be maintained) with you in our name for any and all amounts due and payable to American Express, as evidenced by such monthly billings by American Express, and that you transfer such amounts to American Express, in consideration of your complying with this request, we hereby waive any and all claims and demands, and release you from any and all responsibility or liability, arising from or in connection with your compliance with the request. We agree that you shall be entitled to rely upon the billings from American Express as indicating the amounts due and payable to American Express with respect to the subject Gold Card and shall not be responsible or liable for any excess or deficiency in any transfer to American Express made in reliance on an erroneous billing. We further agree to indemnify you and hold you harmless from and against any and all losses, costs, damages, expenses or other liabilities, however arising, which you may suffer or incur as a result of your compliance with the foregoing request.

In the event that an overdraft is created by any such charge and transfer, the overdraft shall be a debt due to you to the same extent and effect as though actual cash had been advanced by you to us. For that purpose we agree to make payment upon demand of the full amount of any and every such overdraft, together with any and all interest to the date of payment and such other charges thereon as may be reasonable and appropriate.

You are hereby instructed and authorized to forward, without liability, any renewal Gold Card(s) to the cardholder(s) at this address: \_\_\_\_\_

BANK USE ONLY

Line of Credit: \$ \_\_\_\_\_ Date of Line: \_\_\_\_\_

Recommended by: \_\_\_\_\_ Date of Recommendation: \_\_\_\_\_

THE SECTIONS BELOW ARE NOT OPTIONAL; THEY APPLY TO EVERY APPLICANT.

13. AUTOMATIC RENEWAL

Unless (a) you shall have received notice from us in writing at 999 Brickell Ave., Miami, Florida 33131, at least four (4) business days in advance of the maturity of any time deposit, instructing that the deposit not be renewed, or (b) you shall have sent (or complied with applicable hold mail instructions regarding) notice to us in writing (at our address on your records) that the deposit will not be renewed, the deposit shall be renewed automatically (for a term substantially equal to the original tenor) at the then applicable interest rate in accordance with your offered rates for deposits of such tenors and amounts.

Each such renewal will be upon terms and conditions determined by you at the time of renewal.

14. TERMINATION OF CERTAIN ACCOUNTS

You may at any time discontinue the acceptance of funds for credit to any demand deposit, or money market, account maintained with you in our name and close the account.

15. WAIVER REGARDING JURY TRIALS

WE, LIKE YOU, HEREBY VOLUNTARILY WAIVE ANY RIGHT WHICH WE OR YOU MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION RELATING TO THIS "ACCOUNT APPLICATION AND AGREEMENT" OR RELATING TO ANY ACCOUNT OR OTHER PROPERTY MAINTAINED WITH OR HELD BY YOU IN OUR NAME. WE ACKNOWLEDGE THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR YOU TO APPROVE THIS "ACCOUNT APPLICATION AND AGREEMENT".

16. IBF NOTICE AND ACKNOWLEDGEMENT

You hereby give us the following notice:

It is the policy of the Board of Governors of the Federal Reserve System, with respect to nonbank customers, that deposits received by international banking facilities ("IBFs") may be used only to support the operations outside the United States of a depositor or the depositor's foreign affiliates, and that extensions of credit by IBFs may be used only to finance the operations outside the United States of a borrower or the borrower's foreign affiliates.

We hereby confirm that:

We understand that it is the policy of the Board of Governors of the Federal Reserve System that deposits received by an international banking facility (an "IBF") may be used only to support the operations outside the United States of a depositor or the depositor's foreign affiliates, and that extensions of credit by an IBF may be used only to finance the operations outside the United States of a borrower or the borrower's foreign affiliates.

We acknowledge that funds we deposit with your IBF will be used solely in support of our operations outside the United States or those of our foreign affiliates and that the proceeds of our borrowings from your IBF will be used solely to finance our operations outside the United States or those of our foreign affiliates.

17. NOTICE OF PENALTY FOR EARLY WITHDRAWAL

EARLY WITHDRAWALS ARE SUBJECT TO SUBSTANTIAL PENALTIES. The Rules and Regulations Governing Accounts provide relevant details.

18. GOVERNING LAW

We agree with you that this Account Application and Agreement (including the Rules and Regulations Governing Accounts incorporated herein) is governed by and construed in accordance with California law and any applicable Federal law. We understand that your obligations and responsibilities hereunder may be limited by such law.

19. CORRECTNESS OF ACCOUNT STATEMENTS, CONFIRMATIONS, ETC.

We understand and agree that, unless you receive notice to the contrary from us less than sixty (60) days after the date on which you place in the mails (addressed to us at our last known



20 SERVICE CHARGES AND FEES

WE UNDERSTAND AND AGREE THAT ALL ACCOUNT OR OTHER PROPERTY MAINTAINED WITH OR HELD BY YOU IN OUR NAME SHALL BE SUBJECT TO ALL YOUR FEES AND SERVICE CHARGES IN EFFECT FROM TIME TO TIME AS SPECIFIED IN THE SCHEDULE OF CHARGES (AS AMENDED FROM TIME TO TIME) CONTAINED IN YOUR "RULES AND REGULATIONS GOVERNING ACCOUNTS". ANY CHANGE IN SUCH FEES AND CHARGES SHALL BECOME EFFECTIVE TEN (10) DAYS AFTER NOTICE OF SUCH CHANGE IS PLACED IN THE MAIL ADDRESSED TO US AT OUR LAST KNOWN MAILING ADDRESS ON FILE WITH YOU OR IS HELD BY YOU IN COMPLIANCE WITH APPLICABLE HOLD MAIL INSTRUCTIONS.

21 CONCLUDING DECLARATIONS

WE HAVE RECEIVED A COPY OF THIS ACCOUNT APPLICATION AND AGREEMENT. WE HAVE READ IT, AGREE WITH IT, AND AGREE TO BE BOUND BY IT. WE HAVE ALSO RECEIVED A COPY OF YOUR "RULES AND REGULATIONS GOVERNING ACCOUNTS" (WHICH ARE INCORPORATED INTO THIS ACCOUNT APPLICATION AND AGREEMENT). WE HAVE READ THEM, AGREE WITH THEM, AND AGREE TO BE BOUND BY THEM (AS AMENDED FROM TIME TO TIME).

Executed as of 6/12 19 91

Witnessed

[Signature]

CARIBE TRANS S.A  
(Name of Applicant)

By X [Signature]  
(Signature)

Name: Kirsten H. Windeler  
(Print Name)

Title: PRESIDENT

-AND-

Witnessed

[Signature]

(IF OTHER SIGNATURE NECESSARY)

By X [Signature]  
(Signature)

Name: Luis Mauricio Bogert  
(Print Name)

Title: SECRETARY

Approved by American Express Bank International (Miami Branch)

By [Signature]  
(Signature)

G ECHEVARRIA  
(Print Name)

Title: VP

Date: 6/12/91

OPERATIONS DEPARTMENT USE ONLY:

Account Opened By: \_\_\_\_\_

Date: \_\_\_\_\_

## ACCOUNT APPLICATION AND AGREEMENT FOR CORPORATION OR OTHER ORGANIZATION

1.- TYPE OF ACCOUNT(S) REQUIRED  D.D.A.  Money Market  Time Deposit (IBF)  Other \_\_\_\_\_ (Please Specify)

ACCOUNT NUMBER(S) Personal Information Redacted

OPENING BALANCE \$ ~~2,000.00~~ <sup>From DDA</sup> ~~1,000.00~~ <sup>AM</sup>

ROLLOVER INSTRUCTIONS: Unless contrary instructions are received in writing at least four (4) days before maturity deposit will be rolled over automatically.

(a) Open and renew for:  30  60  90  180 days (b) Interest:  Include in rollover  Pay to demand account  Treat in any manner chosen by Bank to protect its legitimate interest  Other (please specify): \_\_\_\_\_

2.- INFORMATION REGARDING ACCOUNT HOLDER

In order to contact the applicant, the following  Business Address  Other Address \_\_\_\_\_ may be used (or the telex number, fax number if any, or telephone number given with that address below):

ADDRESS

José Gabriel

Mailing Address - San Cristobal, S.A.

Personal Information Redacted

And Telephone, Telex and Fax Numbers: \_\_\_\_\_

Republica Dominicana  
 Nation or State where applicant was incorporated or otherwise conditioned or organized

Tax identification number (if any)

Applicant may be contacted at the above address and telephone, telex and fax numbers  YES  NO

3.- REFERENCES - (BANKS OR OTHER)

CHASE		

4.- OTHER AMEX AFFILIATED ACCOUNTS If applicant has any existing account(s) with any office or branch of American Express Bank LI American Express Bank International, Shearson Lehman Hutton Inc., or any institution affiliated with or related to any of them, please give details

<u>JUSTINO TRUJILLO</u>	