

# ROSA ELENA BONILLA AVILA

To  
**Overseas Management Company**

Date: October 1, 2015

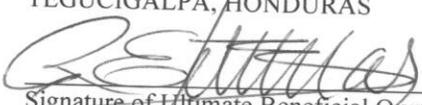
**Re: Declaration of Source of Funds**

Dear Sirs,

I hereby declare under oath as follows:

- 1) That I am making this declaration for my own protection as well as for the protection of Overseas Management Company Inc, hereinafter the OMC Group, including any subsidiary or affiliated company.
- 2) That the funds which are used to finance the company PORTALEGRE OVERSEAS S.A. represent funds obtained by the undersigned from the following source<sup>1</sup>: business profits and personal savings;
- 3) That all monies that I may from time to time transfer to the name of PORTALEGRE OVERSEAS S.A. either directly or indirectly through another entity, have been derived from the following source<sup>1</sup> business profits and personal savings;
- 4) That no such monies have been derived from any criminal activities of any nature whatsoever.
- 5) That it will comply with applicable tax legislation or provisions, particularly in the country of its registered office and/or its effective management.
- 6) That none of the structures and services provided by OMC Group will be used for any illegal activity including:
  - a. The receipt of proceeds of crime, drug trafficking, terrorist funding/financing, trading in arms, munitions or other weapons,
  - b. Soliciting funds from the general public, offering investment advice to the general public, the management of investments other than investment, or property held in the name of the entity, the operation and administration of collective investment schemes,
  - c. Trading with countries subject to embargo authorized by the Security Council of the United Nations,
  - d. Or for any other purpose which is illegal under the law of the place of incorporation without obtaining the relevant license in that jurisdiction if appropriate, or management or jurisdiction in which the entity is to conduct its affairs.
  - e. An act of tax fraud or any other serious tax offence and/or money laundering.

ROSA ELENA BONILLA AVILA  
TEGUCIGALPA, HONDURAS

  
Signature of Ultimate Beneficial Owner

<sup>1</sup> Descriptions in generic terms like investment proceeds, business proceeds, savings, life savings and or surplus funds are not sufficient and must be supplemented by a description as to the activities and line of business that generated the funds. FULL DETAILS of source are required, eg. Exercise of stock options earned from employment [state its name and business], work bonus, sale of company [state its name and business] etc. In case of inheritance the description should include information on the deceased from whom the funds were acquired.





**BAC** | Honduras

Miembro BAC|CREDOMATIC Network

Tegucigalpa: (504) 2206-7200  
San Pedro Sula: (504) 2545-4400  
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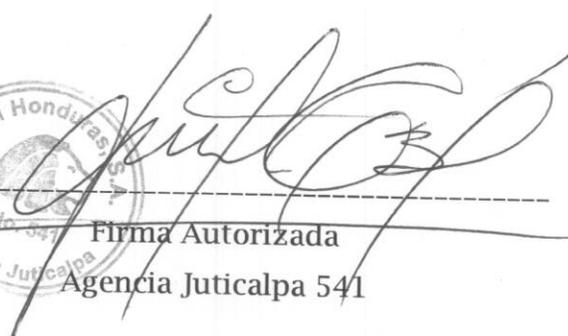
## CONSTANCIA

**BAC HONDURAS|CREDOMATIC NETWORK.** Hace constar que el Señor: **JORGE DIMITROV LOBO ALONZO** Con Identidad N° **1501-1975-01228** es cliente de esta institución bancaria mediante cuenta de Ahorro en dólares

Cuenta N°	Apertura	Moneda	Saldo Actual	Saldo Promedio Anual
905273904	01/02/08	USD	68,282.71	80,406.69

La información anterior se brinda con carácter estrictamente **CONFIDENCIAL** y sin ninguna responsabilidad de nuestra parte.

Para los fines que al interesado estime conveniente, se le extiende la presente en la ciudad de Juticalpa, Olancho a los 02 días del mes de **Octubre del 2015**

  
  
Firma Autorizada  
Agencia Juticalpa 541



**JORGE DIMITROV LOBO ALONZO**

To  
**Overseas Management Company**

Date: OCTOBER 1, 2015

**Re: Declaration of Source of Funds**

Dear Sirs,

I hereby declare under oath as follows:

- 1) That I am making this declaration for my own protection as well as for the protection of Overseas Management Company Inc, hereinafter the OMC Group, including any subsidiary or affiliated company.
- 2) That the funds which are used to finance the company INVERSIONES NAPOC S.A. represent funds obtained by the undersigned from the following source<sup>1</sup> BUSINESS PROFITS AND PERSONAL SAVINGS:
- 3) That all monies that I may from time to time transfer to the name of INVERSIONES NAPOC S.A. either directly or indirectly through another entity, have been derived from the following source<sup>1</sup> (state source);: BUSINESS PROFITS AND PERSONAL SAVINGS.
- 4) That no such monies have been derived from any criminal activities of any nature whatsoever.
- 5) That it will comply with applicable tax legislation or provisions, particularly in the country of its registered office and/or its effective management.
- 6) That none of the structures and services provided by OMC Group will be used for any illegal activity including:
  - a. The receipt of proceeds of crime, drug trafficking, terrorist funding/financing, trading in arms, munitions or other weapons,
  - b. Soliciting funds from the general public, offering investment advice to the general public, the management of investments other than investment, or property held in the name of the entity, the operation and administration of collective investment schemes,
  - c. Trading with countries subject to embargo authorized by the Security Council of the United Nations,
  - d. Or for any other purpose which is illegal under the law of the place of incorporation without obtaining the relevant license in that jurisdiction if appropriate, or management or jurisdiction in which the entity is to conduct its affairs.
  - e. An act of tax fraud or any other serious tax offence and/or money laundering.

JORGE DIMITROV LOBO ALONZA  
BARRIO BUENOS AIRES, DEGUICIGALPA, HONDURAS

  
\_\_\_\_\_  
Signature of Ultimate Beneficial Owner

<sup>1</sup> Descriptions in generic terms like investment proceeds, business proceeds, savings, life savings and or surplus funds are not sufficient and must be supplemented by a description as to the activities and line of business that generated the funds. FULL DETAILS of source are required, eg. Exercise of stock options earned from employment [state its name and business], work bonus, sale of company [state its name and business] etc. In case of inheritance the description should include information on the deceased from whom the funds were acquired.

## NOMINEE SHAREHOLDER AND CUSTODY SERVICE AGREEMENT

Between the parties to wit, JORGE DIMITROV LOBO ALONZO, HONDURAN, bearer of passport number [REDACTED] with address at [REDACTED] TEGUCIGALPA, HONDURAS, as "**Beneficial Owner**" of shares of INVERSIONES NAPOC S.A. DE C.V., a company duly organized and existing in accordance to the laws of Panama, recorded under \_\_\_\_\_ on \_\_\_\_\_, "**the Company**" who is authorized to act in this capacity as being the holder in due course of the corresponding shares, in one part, and in the other, **OMC TRUST SERVICES LTD.**, represented by \_\_\_\_\_ hereinafter referred to as "**OMCT**".

WHEREAS:

- The Beneficial Owner wishes to instruct OMCT to hold in custody the share certificates for the Company which have been issued in his name, as follows:
  - Share Certificate No.1, representing 10,000 shares of the Company, issued in the name of WORLDWIDE COUNCIL CORP.
- It is necessary to establish the conditions that will regulate the services that OMCT will render.

**NOW THEREFORE**, the parties AGREE to execute this Nominee Shareholder and Custody Agreement under the following terms and conditions:

**FIRST:** The Beneficial Owner hereby appoints OMCT to keep and safeguard the share certificates above identified, which are being delivered at the moment of signature of this agreement.

**SECOND:** The Beneficial Owner hereby acknowledges that in the event of his/her death, OMCT will deliver the aforesaid share certificates, in accordance with Nevis law, to the duly appointed personal representative of the estate of the Beneficial Owner.

**THIRD:** The parties agree that OMCT will not exercise any right inherent to the stock in custody, such as voting rights, dividends, or otherwise.

**FOURTH:** The Beneficial Owner hereby declares and accepts that OMCT will not bear any responsibility from acts arising out of the execution of the instructions issued in this agreement, and, consequently, agrees to hold OMCT harmless for any actions brought up, either previous or, after the exercise of its duties in accordance to this document.

**FIFTH:** The Beneficial Owner agrees and accepts that OMCT will hold the share certificates object of this agreement at its offices located at Delta Tower, 12<sup>th</sup> Floor, Panama, Republic of Panama.

**SIXTH:** This agreement may be revoked at any time by either party. Such decision must be expressed in writing. OMCT will return then the share certificates without further responsibility.

IN WITNESS WHEREOF, the parties execute this agreement on this 1 day of the month of OCTOBER, 2015.



\_\_\_\_\_  
THE BENEFICIAL OWNER  
JORGE D. LOBO ALONZO

\_\_\_\_\_  
OMCT



\_\_\_\_\_  
Witness  
MARIA DEL MAR LOPEZ FORTIN

\_\_\_\_\_  
Witness

## ACUERDO DE INDEMNIZACIÓN

Entre las partes a saber, **OVERSEAS MANGEMENT COMPANY**, sus directores, dignatarios, empleados, nominatarios, agentes y cualquier compañía o firma afiliada, y cada miembro del personal y/o Junta Directiva y los nominatarios para actuar en representación de cualquier compañía o firma afiliada (de aquí en adelante referido como "**OMC**") con dirección en el Edificio Torre Delta, Piso 8, Ciudad de Panamá, y **JORGE DIMITROV LOBO ALONZO** (de aquí en adelante referido como "**EL CLIENTE**"), con dirección en **BARRIO BUENOS AIRES, TEGUCIGALPA, HONDURAS**, convienen en celebrar el presente contrato de nombramiento bajo los siguientes términos y condiciones:

1. En consideración de que **OMC**, siguiendo instrucciones y proveyendo servicios de nombramiento o cualquier otro servicio relacionado con la Compañía **INVERSIONES NAPOC S.A.** (de aquí en adelante referido como "**LA CORPORACION**"), registrada en **PANAMA**, bajo (datos de incorporación) \_\_\_\_\_, **EL CLIENTE**, sucesores y/o administradores convienen a librar de responsabilidad alguna a **OMC**, sus directores, dignatarios, empleados nominatarios, agentes y cada compañía y firma afiliada con **OMC** y cada miembro del personal y/o Junta Directiva y los nominatarios para actuar en representación de cualquier compañía o firma afiliada con **OMC**, con relación a pérdidas, reclamos, gastos, demandas, costos, daños o responsabilidad, incluyendo gastos legales, ya sea incurridos conjuntamente o individualmente, de cualquier tipo que pueda ser sustentada o pueda ser incurrida por ellos como resultado de su actuación de bona fe, como sus representantes nominatarios y llevando a cabo sus instrucciones.
2. **EL CLIENTE** garantiza que cualquier instrucción por parte de **EL CLIENTE**, no ocasionará a **OMC** el infringir las leyes de ningún país y **EL CLIENTE** se hace responsable de la legitimidad de toda la información que **EL CLIENTE** provee a **OMC**.
3. **OMC** y todas sus firmas afiliadas, miembros del personal y/o Junta Directiva de **LA COMPAÑIA ADMINISTRADORA** y cualquier compañía o firma afiliada con **OMC** que se encuentre actuando como dignatarios/directores o firmantes autorizados de cualquier compañía formada por **EL CLIENTE**, tendrá derecho a renunciar como director y/o dignatario y/o firmante y/o agente registrado de la compañía, en cualquier momento, por medio de una notificación por escrito dirigido a **LA CORPORACION**, y enviada a la última dirección conocida del corresponsal y/o cliente en registro, notificación que será determinada como entregada y su renuncia efectiva una vez enviada por correo. Los miembros del personal y/o Junta Directiva de **OMC** o cualquiera de sus representantes y cada miembro del personal o Junta Directiva y representantes de cualquier compañía o firma afiliada con **OMC**, están expresamente librados de cualquier reclamo con relación a **LA CORPORACION** por daños, que puedan resultar o que surjan como consecuencia de su renuncia.
4. Cuando **EL CLIENTE** instruya verbalmente a **OMC**, esta última no será responsable para con **EL CLIENTE** sobre cualquier malentendido que pueda surgir en relación a esta instrucción.
5. **EL CLIENTE** es responsable de notificar inmediatamente a **OMC** sobre la transferencia de la compañía referida en la Cláusula 1 en este contrato, a una tercera persona.



6. **EL CLIENTE** conviene que de surgir cualquier problema, este Acuerdo será regido por medio de Arbitraje de acuerdo con las leyes de la República de Panamá.
7. **EL CLIENTE** deberá suministrar cualquier información propiamente solicitada por **OMC**.
8. **EL CLIENTE** asegura que ha ejercido debida diligencia, y puede confirmar origen legítimo y la utilización de los fondos del cliente y actividades o área de negocio del dueño o dueños beneficiarios de "la Corporación". **EL CLIENTE** certifica, que a su mejor juicio, ninguno de los activos, ganancias o actividades de la compañía referida en el punto 1 arriba descrito, se relacionan de ninguna forma con armamentos, drogas ilegales, u otras sustancias ilegales controladas, prostitución, lavado de dinero o cualquier otra actividad que **EL CLIENTE** sepa que sea ilegal en su país de residencia o en cualquier otro sitio.
9. **EL CLIENTE** certifica que nunca ha sido arrestado o enjuiciado por ofensa criminal, posesión de drogas, lavado de dinero o cualquier otra actividad ilegal, y que no se ha declarado en bancarrota, aunque este haya sido sujeto de un indulto o amnistía.
10. **EL CLIENTE** entiende que **OMC** se reserva el derecho de solicitar información siempre que lo estime necesario.

En fe de lo cual, **OMC** y **EL CLIENTE** han celebrado el presente acuerdo de indemnización el 1 DE OCTUBRE DEL 2015.

**OMC**

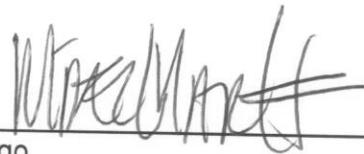
\_\_\_\_\_

Testigo  
[Introduzca nombre del testigo]

**EL CLIENTE**



\_\_\_\_\_  
JORGE DIMITROV LOBO ALONZO



\_\_\_\_\_  
Testigo  
MARIA DEL MAR LOPEZ FORTIN



**Overseas Management Company**  
**Declaration of Status of Beneficial Owner**

Overseas Management Company (OMC) is obliged to collect certain information about each beneficial owner for the Name of the Company INVERSIONES NAPOC S.A. incorporated in the jurisdiction of PANAMA. Please note that in certain circumstances OMC may be required to share this information with relevant authorities/regulators. If there is more than one beneficial owner, it is required to complete a separate Declaration of Status of Beneficial Owner form.

**Section 1: General Information**

JORGE DIMITROV LOBO ALONZO	06/09/1975	HONDURAS
Beneficial Owner Name	Date of Birth (dd/mm/yyyy)	Country of Birth

**Permanent Residence Address:**

[REDACTED]	TEGUCIGALPA	
Number & Street	City/Town	
FRANCISCO MORAZAN		HONDURAS
State/Province	Zip Code	Country

**Section 2: Declaration of U.S. Citizenship or U.S. Residence for Tax purposes**

Please tick either (a) or (b) or (c) and complete as appropriate.

- (a)  I confirm that I am a U.S. citizen and/or resident in the U.S. for tax purposes (green card holder or resident under the substantial presence test).
- (b)  I confirm that I was born in the U.S. (or a U.S. territory - Puerto Rico, Guam, U.S. Virgin Is., N. Marianas, Samoa) but am no longer a U.S. citizen as I have voluntarily surrendered my citizenship as evidenced by the attached documents.
- (c)  I confirm that I am not a U.S. citizen or resident in the U.S. for tax purposes.

Complete section 3 if you have non-U.S. tax residencies.

**Section 3: Declaration of Tax Residency (other than U.S.)**

I hereby confirm that I am, for tax purposes, resident in the following countries (indicate the tax reference number type and number applicable in each country).

Country/countries of tax residency

<sup>1</sup> HONDURAS	<sup>2</sup> RTN	[REDACTED]
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**Section 4: Declaration and Undertakings**

I declare that the information provided in this form is, to the best of my knowledge and belief, accurate and complete.

I undertake to advise OMC promptly and provide an updated Declaration of Status of Beneficial Owner form within 30 days where any change in circumstances occurs which causes any of the information contained in this form to be inaccurate or incomplete.

Signature:  Date(dd/mm/yyyy): 1/10/15

Después de haber visto el original Certifico esta como una copia completa y exacta del documento original.



Signature/Seal



Name

MARIA DEL MAR LOPEZ FORTIN

Date: SEPTEMBER 26, 2015

Firm Name/Stamp:

Firm Address: COLONIA LARA, EDIFICIO TORRE LARA #830. TEGUCIGALPA, HONDURAS

Firm Telephone number: (504) 9985-0766

Firm Fax number: