

NOMINEE SHAREHOLDER AND CUSTODY SERVICE AGREEMENT

Between the parties to wit, WILFREDO F. CERRATO DURON, HONDURAN, bearer of passport number [REDACTED] with address at [REDACTED] as "**Beneficial Owner**" of shares of INVERSIONES VALLEMAR INTERNACIONAL S.A., 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, 12th 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.


WILFREDO F. CERRATO DURON
THE BENEFICIAL OWNER

OMCT

Witness

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