

ESTADO LIBRE ASOCIADO DE PUERTO RICO
TRIBUNAL DE PRIMERA INSTANCIA
SALA SUPERIOR DE BAYAMÓN

2019 JAN 11 AM 10:27
RECORRIDO
TRIBUNAL DE PRIMERA INSTANCIA
SALA SUPERIOR DE BAYAMÓN

PATRICK A.P. DE MAN; MIKA DE
MAN (A.K.A. MIKA KAWAJIRI-DE
MAN OR MIKA KAWAJIRI); y la
SOCIEDAD LEGAL DE BIENES
GANANCIALES COMPUESTA POR
AMBOS

Demandantes,

v.

ADAM C. SINN; RAIDEN
COMMODITIES, L.P.; RAIDEN
COMMODITIES 1 LLC; ASPIRE
COMMODITIES, L.P.; ASPIRE
COMMODITIES 1, LLC; SINN LIVING
TRUST,

Demandados.

CIVIL NÚM.: D AC2016-2144 (701)

SOBRE:

INCUMPLIMIENTO DE DEBER DE
FIDUCIA; INCUMPLIMIENTO DE
CONTRATO DE SOCIEDAD
LIMITADA; DAÑOS Y PERJUICIOS;
MALA FE Y DOLO; MALA FE EN LA
CONTRATACIÓN;
ENRIQUECIMIENTO INJUSTO.

**MOCIÓN SOLICITANDO PERMISO PARA ENMENDAR LA DEMANDA A
FIN DE INCLUIR PARTES Y ALEGACIONES ADICIONALES**

AL HONORABLE TRIBUNAL:

COMPARECE la Parte Demandante, a través de la representación legal que suscribe, y muy respetuosamente expone:

1. La parte demandante informó a este Tribunal que, con posterioridad a la presentación de la demanda, en diciembre de 2017, la parte demandada terminó a Aspire Commodities, LP. La parte demandada no divulgó al Tribunal lo anterior.

2. Según señaló la parte demandante, Aspire Commodities LP es la empresa donde se concentraba el capital del grupo corporativo del Sr. Adam C. Sinn. La parte demandante entiende que la terminación de Aspire Commodities, LP es una táctica en fraude de acreedores dirigida a evitar que el demandante pueda hacer valer sus derechos.

3. Durante la vista argumentativa celebrada el 13 de diciembre de 2018, la parte demandante le solicitó a la parte demandada que informara qué entidad había sustituido a Aspire Commodities, LP. La parte demandada declinó informar lo anterior.

4. La parte demandante advino en conocimiento de que, de forma contemporánea con la terminación de Aspire Commodities, LP, la parte demandada incorporó una compañía de responsabilidad limitada en Delaware, Aspire Commodities, LLC. Esta empresa fue organizada el 5 de diciembre de 2017 (véase el **Anejo 1** de esta Moción). La parte demandada transfirió el capital y negocios de Aspire Commodities, LP a Aspire Commodities, LLC.

5. Poco antes de la creación de Aspire Commodities, LLC, la parte demandada estableció otra entidad en Delaware llamada Aspire Commodities Holding Company, LLC (véase el **Anejo 2** de esta Moción). Aspire Commodities Holding Company, LLC es el socio administrador ("managing partner") de Aspire Commodities, LLC.

6. El 30 de mayo de 2018, Aspire Commodities Holding Company, LLC solicitó y obtuvo autorización para hacer negocios en Puerto Rico bajo el nombre de Aspire Commodities Holdings, LLC. (Véase el **Anejo 3** de esta Moción). El agente residente de dicha entidad en Puerto Rico lo es el Sr. Adam Sinn. (Véase el **Anejo 4** de esta Moción).

7. La parte demandante también advino en conocimiento de que la parte demandada cambió el nombre de Raiden Commodities, LP a Aspire Power Ventures, LP (Véase el **Anejo 5** de esta Moción). Luego de surgir la controversia entre las partes, Raiden Commodities, LP fue trasladada a Tejas. El cambio de nombre y traslado de Raiden Commodities, LP también son actuaciones en fraude de acreedores, dirigidas a evitar que el demandante pueda hacer valer sus derechos.

8. Además de las empresas mencionadas, la parte demandada utiliza a la empresa Aspire Capital Management, LLC ("Aspire CM"). Aspire CM es una compañía de responsabilidad limitada autorizada a hacer negocios en Puerto Rico (véase el **Anejo 6**).

9. La parte demandante solicita permiso para enmendar la demanda e incluir como partes codemandadas en el caso a Aspire

Commodities, LLC; Aspire Commodities Holding Company, LLC; Aspire Commodities Holdings, LLC y Aspire Capital Management, LLC. Se solicita, además, enmendar la demanda para simplificar las alegaciones y formular alegaciones adicionales relacionadas con las actuaciones en fraude de acreedores realizadas por la parte demandada.

10. Junto con esta moción, se acompaña la correspondiente demanda enmendada.

POR TODO LO CUAL, la parte demandante respetuosamente solicita de este Tribunal que autorice a la parte demandante a enmendar su demanda para incluir partes en el caso y para simplificar sus alegaciones.

RESPETUOSAMENTE SOMETIDA.

CERTIFICO: Haber notificado copia fiel y exacta del presente escrito al Lcdo. Alfredo F. Ramírez Macdonald (alfredo.ramirez@oneillborges.com), Lcda. Ana M. Rodríguez Rivera (ana.rodriguez@oneillborges.com) y Lcdo. Arturo L.B. Hernández González (arturo.hernandez@oneillborges.com), O'NEILL & BORGES, 250 Avenida Muñoz Rivera, Suite 800, San Juan, Puerto Rico 00918-1813.

En San Juan, Puerto Rico, a 11 de enero de 2019.

BAUZÁ, BRAU, IRIZARRY,
OJEDA & SILVA
PO Box 13669, Santurce Station
San Juan, Puerto Rico 00908
Tel.: (787) 710-8262
Directo: (787) 723-8754
Fax: (787) 282-3672



GERMAN J. BRAU
Colegiado Núm. 9710
T.S.P.R. Núm. 7514
german.brau@bioslawpr.com

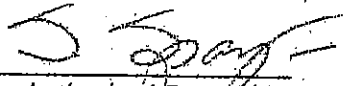
State of Delaware
 Secretary of State
 Division of Corporations
 Delivered 01:05 PM 12/05/2017
 FILED 01:05 PM 12/05/2017
 SR 20177391707 - File Number 6662686

STATE of DELAWARE
 LIMITED LIABILITY COMPANY
 CERTIFICATE of FORMATION

- **First:** The name of the limited liability company is ASPIRE COMMODITIES, LLC
- **Second:** The address of its registered office in the State of Delaware is 1675 S. STATE ST., STE #B in the City of DOVER
Zip Code 19901
- The name of its Registered agent at such address is CAPITOL SERVICES, INC.
- **Third:** (Insert any other matters the members determine to include herein.)

See the attached Exhibit A containing supplemental provisions which are hereby added as Article 4, such exhibit and the supplemental provisions contained therein being incorporated herein, for any and all purposes, by this reference.

In Witness Whereof, the undersigned have executed this Certificate of Formation this 5th day of December, 20 17

By: 
 Authorized Person(s)

Name: Sarah Spangler
 By: GONEMAROON LIVING TRUST, Manager
 By: SARAH SPANGLER, Special Trustee

Exhibit A: Supplemental Provisions

Fourth Article - Supplemental Provisions:

A. Duration, Purpose and Status. The period of duration for the Company is perpetual and the existence of the Company does not expire until the Company is actively dissolved by the Members according to the Company Agreement or by other operation of law. The Company is a for-profit entity. Any capitalized term not specifically defined herein shall have the meaning assigned to it in the Company Agreement of the Company and, if none, then the meaning ascribed to it by the Delaware Corporations Code (the "Code").

The Business Purpose, as defined in the Certificate of Formation, may be further clarified, restricted and/or defined in the Company Agreement and/or the Corporate Records.

B. Authority. Except as may be limited by law or in the Company documents, any action of the Company may be taken by any one (1) Manager, acting alone. Managers generally have the power to incur debt, contract, sell real estate and otherwise act for the Company without the joinder of other Managers, however, a person should consult the Company Agreement and other Corporate Records on file with the Company.

C. Transfer Restrictions. A Member's right to transfer any interest or right in the Company, regardless of the fashion for accomplishing such (including but not limited to a Member's right to sell, assign, pledge, hypothecate, bequeath, gift, divide or settle) is restricted significantly, as explained in the Company Agreement on file in the Corporate Records. Any person obtaining or accepting an interest or right in the Company is hereby charged with notice of such restrictions, including that they may be prohibited from becoming a Member of the Company unless otherwise accepted as one and, instead, may have their rights limited to that of an Unauthorized Assignee, the implications of such being detailed and defined in the Company Agreement.

D. Classes of Membership Interests. As set forth in the Company Agreement of the Company, and pursuant to the Code, there shall be at least two (2) classes of Membership Interests, Class A (with full membership and voting rights, provided they have been admitted as a Member) and Class Z (with restricted membership rights and no voting rights). Any person(s) who acquire, succeed or accede or in any way obtain or acquire any rights to Membership Interests (or any rights thereunder including the rights to payments) in the Company, whether Class A Membership Interests or any other class, by means of: (1) sale, pledge, hypothecation, bequest, gift, division or other assignment by or from a Member, including but not limited to one that is in satisfaction of a debt (and including as to a debt which was previously approved by the Company), regardless of whether such is voluntary or involuntarily; (2) levy or execution upon a judgment, foreclosure, receivership, bankruptcy, garnishment, auction, sequestration, or any other compulsory legal or collection process; or (3) judgment, agreement or award of any court or arbitrator in a divorce proceeding, shall generally be treated as an Unauthorized Assignee according to Section 101.108 of the Code and as further defined or restricted in the Company Agreement. In the event that such person(s) or Unauthorized Assignees are determined or

required to be Members of the Company (and unless otherwise admitted as Members, whether Class Z or otherwise, as determined and approved by the Company), then such person(s) shall become Class Z Members and the Membership Interest in question from any other class shall immediately upon their acquisition of such be converted to such class Z Membership Interest. Class Z Members shall have no right or authority to: (1) vote their Membership Interest as Class Z membership shall be non-voting in all respects; (2) call any meeting of Members or to place any item on the agenda of any meeting for discussion; (3) serve as a managing Member, Manager, any officer of the Company, or as Registered Agent unless otherwise elected by the Company pursuant to the Company Agreement after the acquisition of the Membership Interest in question; (4) act on behalf of the Company, or to make representations to or agreements with non-members on behalf of the Company; (5) amend any Corporate Records, including the Company Agreement, even if such Membership Interest would have otherwise given them the requisite votes to do so; or (6) inspect the books and records of the Company.

The Company is formed with the intent that there should never be any Class Z Members or Unauthorized Assignees but instead only those Members who are admitted through the procedures defined in the Company Agreement and as approved by the other Members. For that reason, and to avoid disruption to the business of the Company and the other Members, Class Z Members shall have only the following limited rights which shall be construed to the maximum extent allowed by law in the State of Delaware to restrict such Class Z Members' actions with regard to the Company: (1) to be notified of any meeting of Members and, provided they sign a confidentiality agreement with the Company and abide by all other reasonable restrictions set by the Company, to be present in a non-disruptive fashion at any such meeting, and to express views and opinions as to any matters discussed at any such meeting but only for a reasonable amount of time as determined by the Member or chairperson leading such meeting; and (2) to receive distributions or allocations which they may be entitled to, only in the event and provided that the person follows the proper approvals, conditions and procedures set by the Company and/or the Company Agreement, less any current or anticipated deductions, offsets, damages or other fees or costs payable by or attributed to such person(s) or such Membership Interests in question.

If any Class Z Member or Unauthorized Assignee is a direct or indirect competitor of the Company (including an anticipated competitor) and 1) the attendance of such Person at a meeting, 2) the receipt of information by such Person or 3) the inspection of any documents by such Person would require the disclosure of trade secrets or any other form of property, concept or strategy which would enable the Person to compete with, emulate or improve upon the Company's property, concept or strategy (including an anticipated or suggested one), then the Company may, at its sole election, require such Person to sign a non-compete prior to attending any meeting, receiving any information or inspecting any documents.

The foregoing notwithstanding, Any non-waivable or non-amendable rights under the Code of an Unauthorized Assignee or Class Z Member which are attempted to be modified herein or in the Company Agreement, if any, (including rights to inspect the books and records of the Company or to receive information if such is determined to non-waivable and non-amendable)

shall be granted to an Unauthorized Assignee or Class Z Member but shall be otherwise limited and restricted to the maximum extent permitted by law in the State of Delaware. If it is deemed that an Unauthorized Assignee or Member has the right to inspect the books and records of the Company (or any other right to require information, accounting of transactions or meetings with the Company or its Members) then such shall occur as defined in the Company Agreement which shall be, at a minimum, only at an appointed time period and place as determined by the Company and after any reasonable conditions which may be required by the Company at that time have been met, including requiring confidentiality agreements from such Unauthorized Assignee or Class Z Member. Any production of records, books or other information: a) shall be at the cost of the person(s) requiring such (including reasonable charges from the Company for producing such which the Company may require to be paid in advance), b) may not be done in a way that has the effect of harassing the Company or materially hindering or endangering it from achieving its Business Purpose, and c) shall be limited to: 1) the Standard Documents, as defined herein, or 2) the non-waivable documents and information required by the Code, if it is greater than the Standard Documents. For the purposes of the Company, "Standard Documents" shall mean only the following: 1) basic historical end of year profit and loss statements for the three years prior to the request for documents, 2) basic historical end of year balance sheets for the three years prior to the request for documents, 3) a W-9 from the Company together with any federal or state tax documents pertaining to the Unauthorized Assignee or Class Z Member directly and 4) the most current and operational Company Agreement.

E. Indemnification and Disclaimer of Duties. The Company Agreement and other Corporate Records define the duties and obligations of various Persons to one another, including but not limited to those of Organizers, Managers, Members, and Assignees. Such Persons may, according to the Company Agreement and the other Corporate Records agree to disclaim, waive, assign, define and/or modify certain rights, duties and obligations which might normally be assigned to them under the Code. Further, the company is authorized to indemnify its Managers, Members, Organizers, agents, and any employees or officers to the maximum extent permitted by the Code, as may be further defined or clarified in the Company Agreement or the Corporate Records.

STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION

First: The name of the limited liability company is: _____

Aspire Commodities Holding Company, LLC

Second: The address of its registered office in the State of Delaware is 1675 S.

State St., Ste. #B in the City of Dover

Zip code 19901 The name of its Registered agent at such address is

Capitol Services, Inc.

Third: (Use this paragraph only if the company is to have a specific effective date of dissolution: "The latest date on which the limited liability company is to dissolve is _____".)

Fourth: (Insert any other matters the members determine to include herein.)

See attached Exhibit A containing supplemental provisions which are hereby added to this Certificate of Formation, such Exhibit and supplemental provisions being incorporated herein by this reference.

In Witness Whereof, the undersigned have executed this Certificate of Formation this

27th day of October, 2017

By: [Signature]
authorized agent

Name: Sarah Spangler
Special Trustee of the
Aspire Commodities Living
Trust, Manager

Exhibit A: Supplemental Provisions

Fourth Article - Supplemental Provisions:

A. Duration, Purpose and Status. The period of duration for the Company is perpetual and the existence of the Company does not expire until the Company is actively dissolved by the Members according to the Company Agreement or by other operation of law. The Company is a for-profit entity. Any capitalized term not specifically defined herein shall have the meaning assigned to it in the Company Agreement of the Company and, if none, then the meaning ascribed to it by the Delaware Corporations Code (the "Code").

The Business Purpose, as defined in the Certificate of Formation, may be further clarified, restricted and/or defined in the Company Agreement and/or the Corporate Records.

B. Authority. Except as may be limited by law or in the Company documents, any action of the Company may be taken by any one (1) Manager, acting alone. Managers generally have the power to incur debt, contract, sell real estate and otherwise act for the Company without the joinder of other Managers, however, a person should consult the Company Agreement and other Corporate Records on file with the Company.

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D. Classes of Membership Interests. As set forth in the Company Agreement of the Company, and pursuant to the Code, there shall be at least two (2) classes of Membership Interests, Class A (with full membership and voting rights, provided they have been admitted as a Member) and Class Z (with restricted membership rights and no voting rights). Any person(s) who acquire, succeed or accede or in any way obtain or acquire any rights to Membership Interests (or any rights thereunder including the rights to payments) in the Company, whether Class A Membership Interests or any other class, by means of: (1) sale, pledge, hypothecation, bequest, gift, division or other assignment by or from a Member, including but not limited to one that is in satisfaction of a debt (and including as to a debt which was previously approved by the Company), regardless of whether such is voluntary or involuntarily; (2) levy or execution upon a judgment, foreclosure, receivership, bankruptcy, garnishment, auction, sequestration, or any other compulsory legal or collection process; or (3) judgment, agreement or award of any court or arbitrator in a divorce proceeding, shall generally be treated as an Unauthorized Assignee according to Section 101.108 of the Code and as further defined or restricted in the Company Agreement. In the event that such person(s) or Unauthorized Assignees are determined or

required to be Members of the Company (and unless otherwise admitted as Members, whether Class Z or otherwise, as determined and approved by the Company), then such person(s) shall become Class Z Members and the Membership Interest in question from any other class shall immediately upon their acquisition of such be converted to such class Z Membership Interest. Class Z Members shall have no right or authority to: (1) vote their Membership Interest as Class Z membership shall be non-voting in all respects; (2) call any meeting of Members or to place any item on the agenda of any meeting for discussion; (3) serve as a managing Member, Manager, any officer of the Company, or as Registered Agent unless otherwise elected by the Company pursuant to the Company Agreement after the acquisition of the Membership Interest in question; (4) act on behalf of the Company, or to make representations to or agreements with non-members on behalf of the Company; (5) amend any Corporate Records, including the Company Agreement, even if such Membership Interest would have otherwise given them the requisite votes to do so; or (6) inspect the books and records of the Company.

The Company is formed with the intent that there should never be any Class Z Members or Unauthorized Assignees but instead only those Members who are admitted through the procedures defined in the Company Agreement and as approved by the other Members. For that reason, and to avoid disruption to the business of the Company and the other Members, Class Z Members shall have only the following limited rights which shall be construed to the maximum extent allowed by law in the State of Delaware to restrict such Class Z Members' actions with regard to the Company: (1) to be notified of any meeting of Members and, provided they sign a confidentiality agreement with the Company and abide by all other reasonable restrictions set by the Company, to be present in a non-disruptive fashion at any such meeting, and to express views and opinions as to any matters discussed at any such meeting but only for a reasonable amount of time as determined by the Member or chairperson leading such meeting; and (2) to receive distributions or allocations which they may be entitled to, only in the event and provided that the person follows the proper approvals, conditions and procedures set by the Company and/or the Company Agreement, less any current or anticipated deductions, offsets, damages or other fees or costs payable by or attributed to such person(s) or such Membership Interests in question.

If any Class Z Member or Unauthorized Assignee is a direct or indirect competitor of the Company (including an anticipated competitor) and 1) the attendance of such Person at a meeting, 2) the receipt of information by such Person or 3) the inspection of any documents by such Person would require the disclosure of trade secrets or any other form of property, concept or strategy which would enable the Person to compete with, emulate or improve upon the Company's property, concept or strategy (including an anticipated or suggested one), then the Company may, at its sole election, require such Person to sign a non-compete prior to attending any meeting, receiving any information or inspecting any documents.

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shall be granted to an Unauthorized Assignee or Class Z Member but shall be otherwise limited and restricted to the maximum extent permitted by law in the State of Delaware. If it is deemed that an Unauthorized Assignee or Member has the right to inspect the books and records of the Company (or any other right to require information, accounting of transactions or meetings with the Company or its Members) then such shall occur as defined in the Company Agreement which shall be, at a minimum, only at an appointed time, period and place as determined by the Company and after any reasonable conditions which may be required by the Company at that time have been met, including requiring confidentiality agreements from such Unauthorized Assignee or Class Z Member. Any production of records, books or other information: a) shall be at the cost of the person(s) requiring such (including reasonable charges from the Company for producing such which the Company may require to be paid in advance), b) may not be done in a way that has the effect of harassing the Company or materially hindering or endangering it from achieving its Business Purpose, and c) shall be limited to: 1) the Standard Documents, as defined herein, or 2) the non-waivable documents and information required by the Code, if it is greater than the Standard Documents. For the purposes of the Company, "Standard Documents" shall mean only the following: 1) basic historical end of year profit and loss statements for the three years prior to the request for documents, 2) basic historical end of year balance sheets for the three years prior to the request for documents, 3) a W-9 from the Company together with any federal or state tax documents pertaining to the Unauthorized Assignee or Class Z Member directly and 4) the most current and operational Company Agreement.

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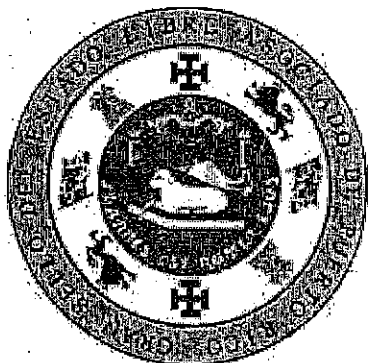


Gobierno de Puerto Rico

CERTIFICADO DE AUTORIZACIÓN PARA HACER NEGOCIO EN PUERTO RICO

Yo, **LUIS G. RIVERA MARÍN**, Secretario de Estado del Gobierno de Puerto Rico;

CERTIFICO: Que **ASPIRE COMMODITIES HOLDINGS L.L.C.**, registro número **410318**, es una **Compañía de Responsabilidad Limitada Foránea Con Fines de Lucro** organizada bajo las leyes de Delaware debidamente autorizada hacer negocios en Puerto Rico desde el **30 de mayo de 2018 a las 03:35 PM.**



EN TESTIMONIO DE LO CUAL, firmo el presente y hago estampar en él el Gran Sello del Gobierno de Puerto Rico, en la ciudad de San Juan, Puerto Rico, hoy, **30 de mayo de 2018.**

A handwritten signature in black ink, appearing to be "L. Rivera Marín".

LUIS G. RIVERA MARÍN
Secretario de Estado



Gobierno de Puerto Rico
Departamento de Estado

Fecha de la Transacción: 30-may-2018
Núm. Registro: 410318
Núm. Recibo: 1461082

Gobierno de Puerto Rico

Certificado de Autorización para hacer Negocios de una Corporación Foránea

Artículo I - Nombre de la Compañía de Responsabilidad Limitada

ASPIRE COMMODITIES HOLDING COMPANY, LLC es una Compañía de Responsabilidad Limitada Foránea Con Fines de Lucro organizada bajo las leyes de Delaware debidamente autorizada hacer negocios en Puerto Rico como ASPIRE COMMODITIES HOLDINGS L.L.C..

El nombre de la entidad incluye el término: L.L.C.

Artículo II - Detalles del Estado de Procedencia

Su estado de procedencia es Delaware.

Su fecha de organización, registro o establecimiento en Delaware es 27-oct-2017, y el término de existencia es Perpetua.

Artículo III - Dirección Física de la Oficina Principal

La dirección física y postal de la oficina principal del negocio es:

Dirección Física 1302 WAUGH DR. #539, HOUSTON, TX, 77019

Artículo IV - Oficina Principal y Agente Residente

Su oficina designada en el Gobierno de Puerto Rico estará localizada en:

Dirección Física 100 DORADO BEACH DR. #3021, DORADO, PR, 00646
Dirección Postal 1302 WAUGH DR. #539, HOUSTON, TX, 77019
Teléfono (817) 554-9100

El nombre, dirección física y postal del Agente Residente a cargo de dicha oficina es:

Nombre Adam, Sinn
Dirección Física 100 DORADO BEACH DR. #3021, DORADO, PR, 00646
Dirección Postal 100 DORADO BEACH DR. #3021, DORADO, PR, 00646
Teléfono (817) 554-9100
Correo Electrónico sspangler@txwealthlawyers.com

Artículo V - Administradores

Los nombres y las direcciones usuales de negocios de sus actuales directores y administradores son:

Nombre Spangler, Sarah
Posición Special Trustee of Manager
Dirección Física 7800 Dallas Pkwy Suite 360, PLANO, TX, 75024
Dirección Postal 7800 Dallas Pkwy Suite 360, PLANO, TX, 75024
Correo Electrónico sspangler@txwealthlawyers.com

Fecha de Expiración Indefinido

Artículo VI - Activos y Pasivos

Los activos de dicha entidad son \$10.00 y sus pasivos son \$0.00.

Artículo VII - Descripción del Negocio

La descripción de los negocios que propone hacer es la siguiente:

The purpose for which the Company is organized is for the transaction of any and all lawful business for which Limited Liability Companies may be organized under the laws of Puerto Rico.

Artículo VIII - Autorización

Esta Compañía de Responsabilidad Limitada está autorizada a llevar a cabo el negocio descrito en el Artículo VII en su jurisdicción de organización, creación o establecimiento.

Artículo IX - Persona Autorizada

El nombre y la dirección física de la persona autorizada para registrar el Certificado de Autorización para hacer Negocios en Puerto Rico son los siguientes:

Nombre	Spangler, Sarah
Dirección Física	7800 Dallas Pkwy Suite 360, PLANO, TX, 75024
Teléfono	(817) 554-9100
Correo Electrónico	sspangler@txwealthlawyers.com

Artículo X - Término de Existencia

El término de existencia de esta entidad será: **Perpetua**


La fecha en que la entidad tendrá vigencia: **30-may-2018**

Documentos de Apoyo

Documento	Fecha de Emisión
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DECLARACION BAJO PENA DE PERJURIO

EN TESTIMONIO DE LO CUAL, Yo / Nosotros Spangler, Sarah, el suscribiente, con el propósito de hacer negocios en Puerto Rico conforme a las leyes de Puerto Rico, juro que los datos contenidos en este Certificado son ciertos. Hoy, 30 de mayo de 2018.

Form 424 Secretary of State P.O. Box 13697 Austin, TX 78711-3697 FAX: 512/463-5709 Filing Fee: See instructions	 Certificate of Amendment	Filed in the Office of the Secretary of State of Texas Filing #: 802545753 12/22/2017 Document #: 783875240002 Image Generated Electronically for Web Filing
Entity Information		
The filing entity is a: Domestic Limited Partnership (LP)		
The name of the filing entity is: RAIDEN COMMODITIES, LP		
The file number issued to the filing entity by the secretary of state is: 802545753		
Amendment to Name		
The amendment changes the formation document of the filing entity to change the article or provision that names the entity. The article or provision is amended to read as follows:		
The name of the filing entity is: ASPIRE POWER VENTURES, LP		
A letter of consent, if applicable, is attached.		
Statement of Approval		
The amendment has been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.		
Effectiveness of Filing		
<input checked="" type="checkbox"/> A. This document becomes effective when the document is filed by the secretary of state.		
<input type="checkbox"/> B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its filing by the secretary of state. The delayed effective date is:		
Execution		
The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and declares under penalty of perjury that the undersigned is authorized under the Texas Business Organizations Code to execute the filing instrument.		
Date: December 22, 2017 Sarah Spangler, Attorney-in-Fact for Adam Sinn, Manager of Raiden Commodities 1, LLC, General Partner <div style="text-align: center; margin-top: 5px;">Signature of authorized person</div>		

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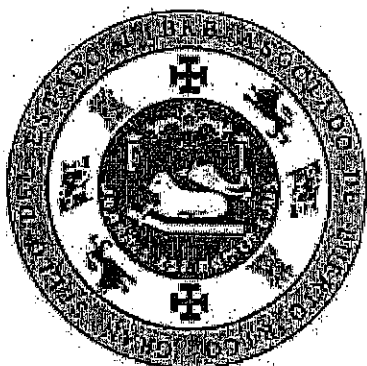


Estado Libre Asociado de Puerto Rico
DEPARTAMENTO DE ESTADO
San Juan, Puerto Rico.

**CERTIFICADO DE AUTORIZACIÓN
PARA HACER NEGOCIO EN PUERTO RICO**

Yo, **DAVID E. BERNIER RIVERA**, Secretario de Estado del Estado Libre Asociado de Puerto Rico;

CERTIFICO: Que **ASPIRE CAPITAL MANAGEMENT L.L.C.**, registro número **345520**, es una **Compañía de Responsabilidad Limitada Foránea Con Fines de Lucro** organizada bajo las leyes de Texas debidamente autorizada hacer negocios en Puerto Rico desde el **25 de noviembre de 2014 a las 06:25 p.m.**



EN TESTIMONIO DE LO CUAL, firmo el presente y hago estampar en él el Gran Sello del Estado Libre Asociado de Puerto Rico, en la ciudad de San Juan, Puerto Rico, hoy, **25 de noviembre de 2014**.

A handwritten signature in black ink, appearing to read "David E. Bernier Rivera".

DAVID E. BERNIER RIVERA
Secretario de Estado