

Clarke, Modet & Cº

COLOMBIA

P-3086

SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO
DIVISION DE NUEVAS CREACIONES

E. S. D.

Ref.: Expediente No. 11.124.646
Solicitud de Patente a nombre de
QTEROS, INC.

SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO



No. 11-124646-00003-0000

Fecha: 2012-02-14 15:46:15 Dep. 2020 DIR.NUEVASCR
Tra. 11 PATENTEIYII Eve: 378 FASENACIONALI
Act. 444 RESPUESTAREQUE Folios: 12

Yo, DILIA MARÍA RODRÍGUEZ D'ALEMAN, identificada como aparece al pie de mi firma, domiciliada en la Carrera 11 No. 86-53, piso 6, obrando como apoderada de la sociedad **QLT INC.**, solicitante de la patente de la referencia, en respuesta al oficio No. 16786 notificado por fijación en lista el día 27 de Octubre de 2011, atentamente me permito presentar:

1. Documento donde consta la cesión del derecho a la patente otorgada por los inventores a favor de mi mandante.

Sobre los apartes en inglés, es importante resaltar que de conformidad con las normas legales vigentes, artículo 1 de la Resolución 210 de 2001, expedida por el Superintendente de Industria y Comercio y artículo 2 de la Convención de la Haya, el documento en inglés que se pretenda aportar como parte de los trámites de propiedad industrial ante la Superintendencia de Industria y Comercio no requieren traducción. Por otro lado, la legalización consular y/o diplomática de los documentos expedidos en el extranjero no es necesaria. Por lo tanto, los documentos anexos a este memorial son válidamente presentados en idioma inglés y con la correspondiente apostilla.

Adicionalmente, adjunto copia simple de la publicación en Estados Unidos donde se invidencia que la Solicitud No. 12/720,574 recoge las solicitudes previsionales No. 61/158,581; 61/158,600 y 61/171,077, en caso de ser necesario.

2. Documento de poder junto con el Certificado de Existencia y Representación Legal de dicha sociedad y con su respectiva traducción del inglés al español.

Espero con esto haber dado cabal cumplimiento a lo solicitado por ese despacho y de conformidad con lo indicado en los artículos 3º, inciso 3, 35 inciso 2 y 59 inciso 2 del CCA, al analizar este memorial, atentamente ruego se traten todas las cuestiones planteadas con motivo del mismo.

Señor Superintendente,

DILIA MARÍA RODRÍGUEZ D'ALEMAN
C.C. 41.654.882 de Bogotá.
T.P. 20824 CSJ

ÂPOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: *United States of America*

This public document

2. has been signed by T. Lawrence

3. acting in the capacity of Certifying Officer

4. bears the seal/stamp of U.S. Patent and Trademark Office

Certified

5. at Washington, D.C.

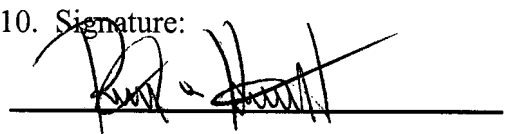
6. the twenty-first of December, 2011

7. by *Assistant Authentication Officer, United States Department of State*

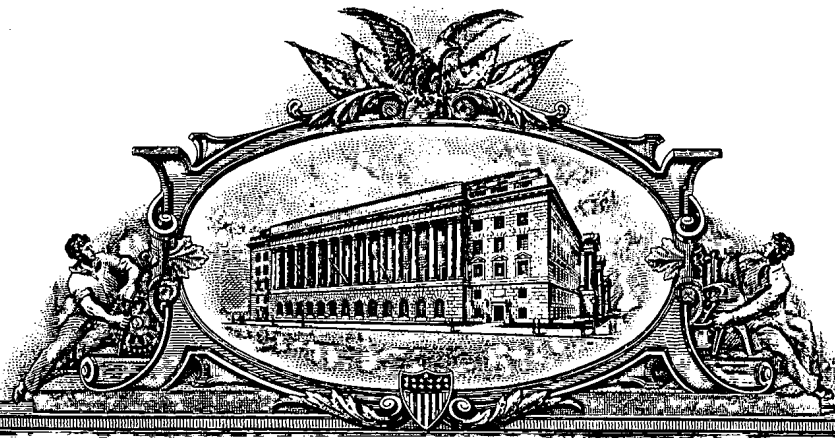
8. No. 12010527-1

9. Seal/Stamp:

10. Signature:


Patrick O. Hatchett

A 7327249



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME;

**UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**

November 25, 2011

**THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE
RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON
JUNE 21, 2010.**

**By Authority of the
Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office**

**T. LAWRENCE
Certifying Officer**



PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	ASSIGNMENT								
CONVEYING PARTY DATA									
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Sarad Parekh</td><td>04/14/2010</td></tr><tr><td>Khursheed Karim</td><td>04/18/2010</td></tr><tr><td>John Kilbane</td><td>06/03/2010</td></tr></tbody></table>	Name	Execution Date	Sarad Parekh	04/14/2010	Khursheed Karim	04/18/2010	John Kilbane	06/03/2010	
Name	Execution Date								
Sarad Parekh	04/14/2010								
Khursheed Karim	04/18/2010								
John Kilbane	06/03/2010								
RECEIVING PARTY DATA									
Name:	Qteros, Inc.								
Street Address:	100 Campus Drive								
Internal Address:	6th Floor								
City:	Marlborough								
State/Country:	MASSACHUSETTS								
Postal Code:	01752								
PROPERTY NUMBERS Total: 1									
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>12720574</td></tr></tbody></table>	Property Type	Number	Application Number:	12720574					
Property Type	Number								
Application Number:	12720574								
CORRESPONDENCE DATA									
Fax Number:	(650)493-6811								
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									
Phone:	650-461-5211								
Email:	cricks@wsgr.com								
Correspondent Name:	Christine Ricks								
Address Line 1:	650 Page Mill Road								
Address Line 4:	Palo Alto, CALIFORNIA 94304								
ATTORNEY DOCKET NUMBER:	37836-707.201								
NAME OF SUBMITTER:	Christine Ricks								
Total Attachments: 3 source=37836_707_201_Assignment#page1.tif									

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PATENT
REEL: 024569 FRAME: 0578

CH \$40.00 12720574

4

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source=37836_707_201_Assignment#page3.tif

PATENT
REEL: 024569 FRAME: 0579

5

PATENT ASSIGNMENT

Docket Number 37836-707.201

WHEREAS, the undersigned:

1. PAREKH, Sarad
4 Morgan Drive
Grafton, MA 01536

2. KARIM, Khursheed
4 Autumn Lane
Amherst, MA 01002

3. KILBANE, John
~~4 Shrewsbury Green Drive, Unit 1~~
~~Shrewsbury, MA 01545~~

1231 Wood Hollow Dr.
Apt. 12107
Houston TX 77057

JK
6/3/10

(hereinafter "Inventor(s)"), have invented certain new and useful improvements in

PRODUCTION OF FERMENTIVE PRODUCTS FROM CLOSTRIDIUM sp

- ☐ for which a United States patent application is executed on even date herewith;
☒ for which Application No. 12/720,574 was filed on March 9, 2010 in the United States Patent Office;
☐ for which Application No. ___ was filed on ___ in the U.S. Receiving Office of the Patent Cooperation Treaty;
☐ for which Application No. ___ was filed on ___ in the ___ Patent Office; and/or
☐ for which an application was filed upon which a United States Patent issued on ___, as U.S. Patent No. ___.

(hereinafter "Application(s)").

WHEREAS, Oreos, Inc., a corporation of the State OR Commonwealth of Delaware, having a place of business at 100 Campus Drive, 6th Floor, Marlborough, MA 01752, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s) and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions, including the right to claim priority to said Inventions; (b) in and to all rights to all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on said Inventions in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extensions of any of said Patent(s).

2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

4. Said Inventor(s) hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: _____

Sarad Parekh

Date: 6/3/10

John Kilbane

Date: _____

Khursheed Karim

RECEIVED AND AGREED TO BY ASSIGNEE:

Date: 6/11/10

By: _____

Name:
Title:

PATENT ASSIGNMENT

Docket Number 37836-707.201

WHEREAS, the undersigned:

1. PAREKH, Sarad
4 Morgan Drive
Grafton, MA 01536

2. KARIM, Khurshed
4 Autumn Lane
Amherst, MA 01002

3. KILBANE, John
4 Shrewsbury Green Drive, Unit 1
Shrewsbury, MA 01545

(hereinafter "Inventor(s)"), have invented certain new and useful improvements in

PRODUCTION OF FERMENTIVE PRODUCTS FROM CLOSTRIDIUM sp

- ☐ for which a United States patent application is executed on even date herewith;
☒ for which Application No. 12/720,574 was filed on March 9, 2010 in the United States Patent Office;
☐ for which Application No. ___ was filed on ___ in the U.S. Receiving Office of the Patent Cooperation Treaty;
☐ for which Application No. ___ was filed on ___ in the ___ Patent Office; and/or
☐ for which an application was filed upon which a United States Patent issued on ___, as U.S. Patent No. ___

(hereinafter "Application(s)").

WHEREAS, Qteros, Inc., a corporation of the State OR Commonwealth of Delaware, having a place of business at 100 Campus Drive, 6th Floor, Marlborough, MA 01752, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s) and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions, including the right to claim priority to said Inventions; (b) in and to all rights to all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on said Inventions in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extensions of any of said Patent(s).

2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

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IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: _____

Sarad Parekh

Date: _____

John Kilbane

Date: April 18, 2010

Khurshed Karim

RECEIVED AND AGREED TO BY ASSIGNEE:

Date: 5/11/10

By: _____

Name: _____
Title: _____

PATENT ASSIGNMENT

Docket Number 37836-707.201

WHEREAS, the undersigned:

1. PAREKH, Sarad
4 Morgan Drive
Grafton, MA 01536
2. KARIM, Khurshed
4 Autumn Lane
Amherst, MA 01002
3. KILBANE, John
4 Shrewsbury Green Drive, Unit 1
Shrewsbury, MA 01545

(hereinafter "Inventor(s).") have invented certain new and useful improvements in

PRODUCTION OF FERMENTIVE PRODUCTS FROM CLOSTRIDIUM sp

- ☐ for which a United States patent application is executed on even date herewith;
☒ for which Application No. 12720,574 was filed on March 9, 2010 in the United States Patent Office;
☐ for which Application No. was filed on in the U.S. Receiving Office of the Patent Cooperation Treaty;
☐ for which Application No. was filed on in the Patent Office; and/or
☐ for which an application was filed upon which a United States Patent issued on as U.S. Patent No.

(hereinafter "Application(s)").

WHEREAS, Qteros, Inc., a corporation of the State OR Commonwealth of Delaware, having a place of business at 100 Campus Drive, 6th Floor, Marlborough, MA 01752, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s) and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.

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IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 4/14/2010 [Signature] Date:
Sarad Parekh John Kilbane
Date:
Khurshed Karim

RECEIVED AND AGREED TO BY ASSIGNEE:

Date: 5/11/10 By: [Signature]
Name: John B. Kilbane, Jr.
Title: President, CEO

RECORDED: 06/21/2010

PATENT
REEL: 024569 FRAME: 0582



US 20100298611A1

(19) **United States**

(12) **Patent Application Publication**
Parekh et al.

(10) Pub. No.: **US 2010/0298611 A1**

(43) Pub. Date: **Nov. 25, 2010**

(54) **PRODUCTION OF FERMENTIVE END PRODUCTS FROM CLOSTRIDIUM SP.**

on Mar. 9, 2009, provisional application No. 61/171,077, filed on Apr. 20, 2009.

(75) Inventors: **Sarad Parekh**, Grafton, MA (US);
Khursheed Karim, Amherst, MA (US); **John Kilbane**, Houston, TX (US)

Publication Classification

(51) Int. Cl.
C12P 7/06 (2006.01)
C12N 1/20 (2006.01)
C12M 1/00 (2006.01)
C07C 31/08 (2006.01)
(52) U.S. Cl. **568/840**; 435/161; 435/252.7; 435/289.1

Correspondence Address:
WILSON, SONSINI, GOODRICH & ROSATI
650 PAGE MILL ROAD
PALO ALTO, CA 94304-1050 (US)

(73) Assignee: **Qteros, Inc.**, Marlborough, MA (US)

(21) [Appl. No.]: **[12/720,574]**

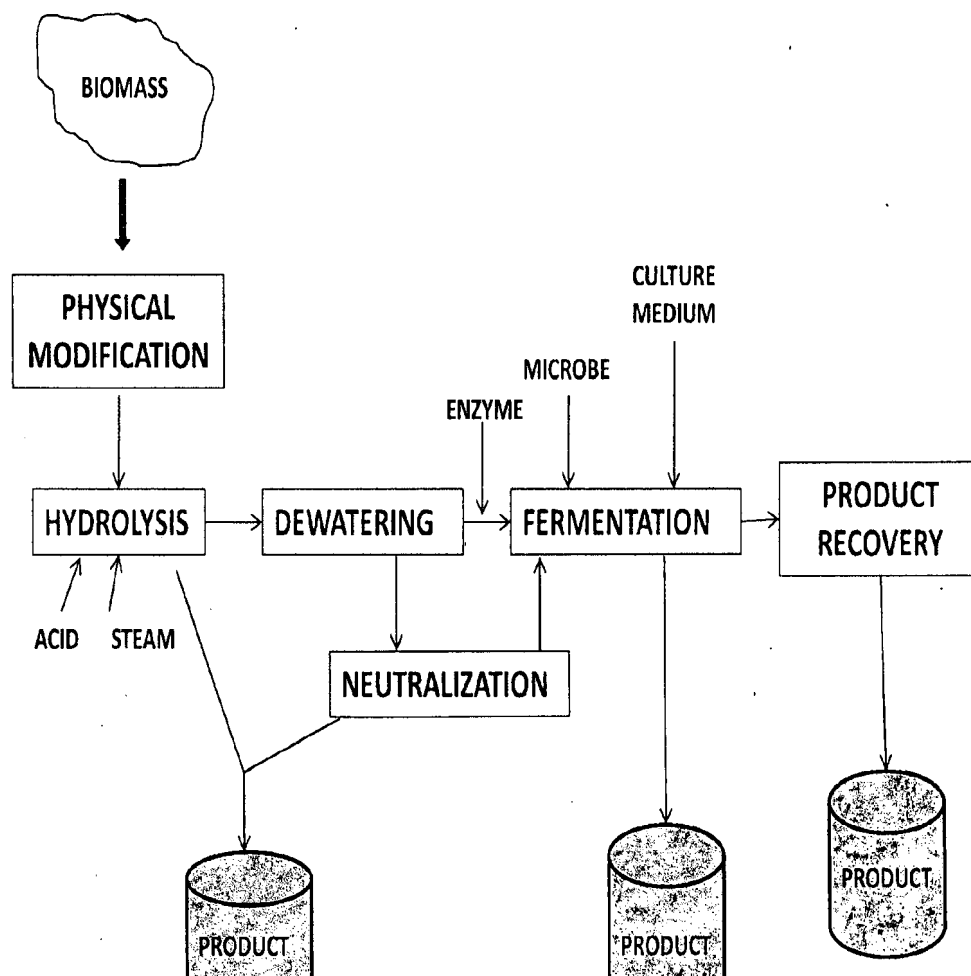
(22) Filed: **Mar. 9, 2010**

Related U.S. Application Data

(60) Provisional application No. 61/158,581, filed on Mar. 9, 2009, provisional application No. 61/158,600, filed

(57) **ABSTRACT**

In one aspect, methods to enhance the production of ethanol and other fermentive end products from a wide variety of feedstocks by *Clostridium* microorganisms, such as *Clostridium phytofermentans* are disclosed. A method of improving fermentation performance of *Clostridium* microorganisms, such as *Clostridium phytofermentans* through the use of a fed-batch strategy is described, as well as methods of producing fermentive end products, such as alcohols and/or chemicals by fermenting *Clostridium* microorganisms, such as *Clostridium phytofermentans* in the presence of fatty acid-containing compounds and/or at reduced pH.



The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

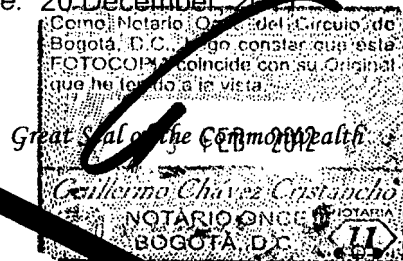
1. Country: United States of America
This public document
2. has been signed by: Samantha Perry Campbell Brown
3. acting in the capacity of: Notary Public
4. bears the seal/stamp of: Samantha Perry Campbell Brown
whose commission expires on: June 10, 2016.

Certified

5. at: Boston, Massachusetts
6. the: 20 December, 2011
7. by: the Secretary of the Commonwealth
8. No.: 1570580
9. Seal/stamp:
10. Signature:

William Francis Galvin

William Francis Galvin
Secretary of the Commonwealth



Carrera 11 N° 86-53 Piso 6 Bogotá Colombia Tel: (57 1) 6181088 · Fax: (57 1) 6350824 · Email: info@clarkemodet.com.co

POWER OF ATTORNEY

I (we), the undersigned

legal representative(s) of
QTEROS, INC.

an organization existing under the laws of

and in present execution of its business activity, domiciled at
100 Campus Drive, 6th Floor, Marlborough, MA 01752, U.S.A.

do hereby grant POWER OF ATTORNEY to DILIA MARIA RODRIGUEZ D'ALEMAN, identification card No. 41.654.882 of Bogotá, and tp. 20824 residing in Bogotá Colombia, to act in the order of their appointment in behalf of grantor before any entity, authority and/or natural or juridical person, specially before those Administrative, Administrative-Contentious, Judicial, arbitration courts, and/or any other, in all matters concerning the following:

- 1) To apply, process, obtain and/or register any of the modalities of Industrial Property, such as: Patents of Invention, Utility Models; Designs, plant varieties; Marks, Slogans, Trade Names and emblems and appellations of Origin; as well as their renewals, assignments, changes of name and/or domicile, agreements and licenses.
- 2) To apply, process, obtain and/or register copyrights of any kind as well as protection of industrial secrets or know-how.
- 3) To apply, process, obtain and/or register sanitary registrations, operating authorizations and/or licenses; as well as their renewals or assignments, changes of name and/or domicile, agreements and licenses.
- 4) To bring actions of opposition, observations, claims, reconsideration, appeal or legal remedies, cancellations, nullity, protection to the consumer, granting of licenses, protection of trade secrets and other actions related with rights derived from the above-mentioned matters and against the unfair competition, actions resulting from the obtaining or exploitation of licenses, recovering damages actions. They can also intervene or participate in Civil, Commercial, Criminal or Contentious-Administrative Trials; the actions for writ mandamus, police actions; in actions, lawsuits or litigations instituted by the grantor or against him.
- 5) To register domain names before the competent entity.
- 6) To the effect of this mandate the above-named proxy are empowered to conciliate, cancel, settle, submit to arbitration, withdraw and to receive and take possession of the litigation related object and waive or renounce the right granted or in process of granting, admit the facts of the case.
- 7) To ratify or not the officious agency.
- 8) I (we) hereby appoint the aforementioned attorneys with powers to receive notifications and to designate judicial and extrajudicial attorneys, substitute and a Notary Public and a Circulator of the Power of Attorney and to make such substitutions.

Granted and signed at: **Marlborough, Massachusetts, U.S.A.**

on this 9-19 day of

Notario Publico y Judicial del Estado de
Nuevo Laredo, Coahuila de Zaragoza, en el
Circulo de
Notaria, C.C., hago constar que esta
FOTOCOPIA coincide con su Original
que he tenido a la vista.

1 3 FEB 2012

Woburn, Massachusetts, U.S.A.
Germana Chavez Cisterna
NOTARIO PUBLICO Y JUDICIAL
BOGOTA D.C. 

11

CERTIFICADO NOTARIAL
(Cuando el solicitante es SOCIEDAD)

A los _____ días del mes de _____ de _____, el Notario que suscribe DA FE de que:

1. _____
(nombre de la persona que firma el poder)
mayor de edad y domiciliado _____
y letra el documento que antecede.
2. Conoce al (a la) otorgante y que este (a) está legalmente capacitado para el otorgamiento.
3. El otorgante ha firmado el referido documento en su carácter de la persona jurídica _____

4. La citada persona jurídica con sede en _____ está legalmente constituida, que tiene actualmente existencia legal y que el acto para el cual se ha otorgado este poder está comprendido entre los que constituyen su objeto social.
5. El otorgante tiene efectivamente la representación que ostenta, que esta es legítima y que está facultado para otorgar este poder.
6. Las anteriores certificaciones de los puntos 3, 4 y 5, me constan porque he tenido a la vista los documentos auténticos.

Notario Público

NOTA: A continuación de lo anterior, el Cónsul de Colombia debe autenticar la firma del Notario Público.

CERTIFICADO NOTARIAL (Cuando el solicitante es INDIVIDUO)

A los _____ días del mes de _____ de _____, el Notario que suscribe DA FE de que:

1. _____
(nombre de la persona que firma el poder)
mayor de edad y domiciliado en _____
firmó en su presencia el documento que antecede, conoce al otorgante y que este está legalmente capacitado para el otorgamiento.

Notario Público

NOTA: A continuación de lo anterior, el Cónsul de Colombia debe autenticar la firma del Notario Público.

Para todos los demás países el Señor Cónsul de Colombia o ante quien se otorgue, debe expedir una certificación dejando constancia 1) de la existencia legal de la sociedad, 2) de que esta ejerce actualmente su objeto social, y 3) de que la persona o personas que otorgan el poder están facultadas para hacerlo, dejando constancia así mismo de que tuvo a la vista las pruebas que acrediten tales circunstancias.

LEGALIZACIÓN POR EL CONSUL DE COLOMBIA O POR APOSTILLA

NOTARIAL CERTIFICATE
(When the applicant is a CORPORATION)

This 9 day of December, 2011
the undersigned Notary CERTIFIES that:

1. Mick Sawka
(name of the person who signs the power of attorney)
of legal age and domiciled in Westford, MA set his hand on the foregoing document.
2. The grantor is to him personally known and that he/she has legal capacity to execute the document.
3. The grantor has executed the foregoing document in his capacity Chief Executive Officer of the juridical person OTEROS, INC.

4. The mentioned juridical person with place of business in 100 Camp Drive, 6th Floor, MA 01752, Estados Unidos de América is duly organized, has actual legal existence and that the purposes which the power of attorney is granted are within the scope of its corporate purposes.
5. The grantor has in fact the referred quality and that his/her representation is legal and that he/she is empowered to grant this power of attorney.
6. I have based the above certifications 3, 4 and 5, on the authentic documents which for such purpose were exhibited to me.

Notary Public

NOTA: Then the Colombian Consul must legalize the signature of the Notary Public.

NOTARIAL CERTIFICATE (When the applicant is an INDIVIDUALS)

On this 9 day of December, 2011 SPCB
the undersigned Notary CERTIFIES that:

1. _____
(name of the person who signs the Power of Attorney)
of legal age and domiciled at _____
signed in his presence the foregoing document, the grantor is to him personally known and that he/she has legal capacity to execute the document.

Notary Public

NOTA: Then the Colombian Consul must legalize the signature of the Notary Public.

For all other countries the Colombian Consul or before who it is granted must issue a certification stating 1) the legal existence of the corporation, 2) that the corporate purposes are actually being carried out, 3) that the person or persons who grant this power of attorney are empowered to do it. The Consul must also certify that the documents evidencing those circumstances were exhibited to him, a la vista.

LEGALIZATION APOSTILLE.

