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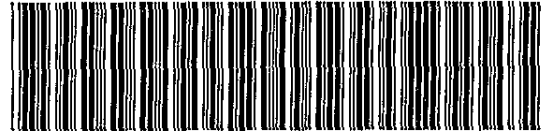
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APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT  
BUSINESS IN FLORIDA

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IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS A  
SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE  
STATE OF FLORIDA.

1. Mercantil Nicosta Sociedad Anonima  
(Name of corporation)
2. Costa Rica  
(State of Country under the law which it is incorporated)
3. Not applicable  
(FEI number, if applicable)
4. July 15, 2003  
(Date of incorporation)
5. Not applicable  
(Duration: Year corporation will cease to exist)
6. Upon Qualification  
(Date first transacted business in Florida. If corporation has not transacted business  
in Florida, insert "upon qualification")  
(SEE SECTIONS 607.1501, 607.1502 and 817.155, F.S.)
7. Paseo Colon, Cuidad de San Jose  
150 Metros al Este de La Soda Tapia  
Edificio Casa Canada #1  
San Jose, Costa Rica  
(Principal Office Address)
8. General business purposes  
(Purpose(s) of corporation authorized in home state or country to be carried out in state of Florida)
9. Name and street address of Florida Registered Agent:  
Name: Pedro Menocal, Esq.  
Office Address: Mitrani, Rynor, Adamsky & Macaulay, P.A.  
One Southeast Third Avenue  
Suite 2200  
Miami, Florida 33131

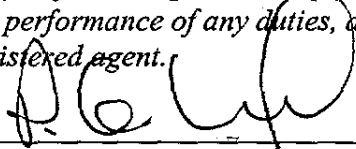


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10. Registered agent's acceptance:

*Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of any duties, and I am familiar with and accept the obligation of my position as registered agent.*

  
Pedro Menocal, Registered Agent

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in this jurisdiction under the law of which it is incorporated.

12. Names and business addresses of officers and/or directors:

A. DIRECTORS

Chairman: Mr. Eugenio Monge Montealegre  
Address: Paseo Colon, Ciudad de San Jose  
150 Metros al Este de la Soda Tapia  
Edificio Casa Canada #1  
San Jose, Costa Rica

B. OFFICERS

Secretary: Mr. Oscar Rivera Garita  
Address: Paseo Colon, Ciudad de San Jose  
150 Metros al Este de la Soda Tapia  
Edificio Casa Canada #1  
San Jose, Costa Rica

13.   
(Signature of Chairman, Vice Chairman, or any officer listed in number 12)

14. EUGENIO MONGE MONTEALEGRE  
(Typed or printed name and capacity of person signing application)



I NORA MARIA SERRANO MIRANDA, OFFICIAL TRANSLATOR OF THE  
MINISTRY OF FOREIGN AFFAIRS AND WORSHIP, APPOINTED BY  
DECREE NUMBER 296. S.E. ON APRIL 23<sup>RD</sup>, 1980, PUBLISHED IN THE  
NEWSPAPER "LA GACETA" ON MAY 12<sup>TH</sup>, 1980 HEREBY CERTIFY THAT  
THE DOCUMENT TO BE TRANSLATED FROM SPANISH TO ENGLISH  
READS AS FOLLOWS:



## **PRIVATE CONTRACT OF NONEXCLUSIVE FRANCHISE**

AIRPAK DE COSTA RICA S.A. certificate of legal person number three, one hundred one-zero sixty thousand seven hundred ten, represented by their General Manager with faculties for this act Mr. Gustavo Adolfo Reyes Argueta, of legal age, married, Licensed in Public Accountant's office, citizen Salvadorian, neighbor of San Jose, carrier of the passport of that nationality number A two six one zero two eight, further and for all the effects to the present contract will denominate AIRPAK AND MERCANTIL NICOSTA S.A. legal certificate three-hundred one- three hundred forty seven thousand eight hundred and seventy one, represented in this act by their Secretary with Power of Attorney without limit of sum, Mr. Oscar Rivera Garita, of age, married once, entrepreneur, neighbor of San Jose, Identification number nine- zero eighty two-one hundred and twenty in ahead and for all the effects of the present contract THE SUB-CONCESSIONARY will denominate itself has agreed upon granting PRIVATE CONTRACT OF NONEXCLUSIVE TAX EXEMPTION, in accordance with the following terms and clauses:

FIRSTH (BACKGROUND): AIRPAK has the money transfer services representation of WESTERN UNION FINANCIAL SERVICES for the Republic of Costa Rica and it is dully authorized by the exclusive representation in order to grant to not exclusives sub-concessionaries said Representative in the ways that it be consider convenient in accordance with the terms and condition of the agreement between both. By part of Mr. Oscar Rivera Garita in his faculties, declares that his Representative GRUPO COMO S.A., is an entity that is capable to give as a Sub-concessionary the money transfers services already discussed.

SECOND (NOT EXCLUSIVE FRANCHISE): AIRPAK through his Legal Representative and hereby grants to MERCANTIL NICOSTA S.A., the not exclusive franchise for delivery of money and payments services, whom through its Representative with enough faculties for this Act, accepts and compel himself to perform said representation in its offices located in the premises and with he schedules indicated in the Second annex of this Agreement. THE SUB-CONCESSIONARY, expressly declares that it assumes the



obligation of collect the rates established by WESTERN UNION and to cancel by his part all the taxes and fiscal contributions that the Republic of Costa Rica demand over said services. Although, THE SUB-CONCESSIONARY declares to know the Manuals and Procedures Operation of this service and must follow the indications from AIRPAK.

THIRD (EXCLUSIVENESS): THE SUB-CONCESSIONARY will give its best efforts in order to develop, promote and to increase the Service and to promote and improve the surplus value of product related with the same and trademarks, registered trademarks and service trademarks from WESTERN UNION. Therefore, THE SUB-CONCESSIONARY agreed that during the term of this Agreement and even after an ended year, could not carry out any business related with this Agreement, with other natural or legal individual different from AIRPAK. THE SUB-CONCESSIONARY, accepts said restriction as indispensable condition in order to avoid the confronts between the public and to protect the name of this service and the WESTERN UNION y/o AIRPAK and its obligated to recognized the damages and prejudices that caused and abandon the legal way in case AIRPAK as well demands without prejudice of any other legal actions.

FOURTH (PROPERTY RIGHTS): All commercial trademark, registered trademark, service trademark, Copyright and other property rights of WESTERN UNION will be exclusively of its property and THE SUB-CONCESSIONARY will not have any right, either during the agreement and after. THE SUB-CONCESSIONARY will not make nothing in prejudice with the WESTERN UNION and AIRPAK property related with said securities and rights and will do all possible to protect them against usurpation and damages.

FIFTH (LOCATIONS AND SCHEDULES: For the services, THE SUB-CONCESSIONARY has offices and premises that fulfill the rules required by AIRPAK and shall operated in the premises during he schedules accorded between the parties and stated in the second Annex of this Agreement. The foregoing without prejudice that in future in case THE SUB-CONCESSIONARY will have new locations, the same could be included in the service, prior agreement between the parties. In case that circumstances prevent that THE SUB-CONCESSIONARY can carry out with the services in ones of its locations,



THE SUB-CONCESSIONARY will notice to AIRPAK with details that will include the advance duration of the provisional interruption.

SIXTH (RULES AND TRAINING PROCEDURES MANUAL): AIRPAK, for services to SUB-CONCESSIONARY hand over a Rules and Procedures Manual in order to form integral part of this Agreement, which expressly manifest to know and accept the representative of the SUB-CONCESSIONARY, in order to be applied immediately and during the term, or its extension of this Agreement. In case that said Manual could have changes or reforms, AIRPAK will inform in written to the SUB-CONCESSIONARY for the proper use of the service system of WESTERN UNION, the training includes the delivery of the Manual to a training personnel. In order to set up the foregoing between the parties a schedule will be arranged for the training inside a period of time of two weeks, before the signature of the present Agreement in which the training program will be carried out in the AIRPAK office. The SUB-CONCESSIONARY it assumes the total responsibility in the selection of the personnel that will be appointed to receive the training for the system operation. Once finished the training, should give in written its consent. Any additional training could be agreed between the parties.

SEVENTH (TERM AND LOCATION): The present Agreement has effects only for the republic of Costa Rica, and its validity if for a year (1) as of, two thousand three and will be ended on August eighth, two thousand four, however, will be subjected to the validity of the Agreement subscribed between AIRPAK and the main representative. The term of the Agreement it is irrevocable, therefore, if the parties are interested to continue with the help for the services of the SUB-CONCESSIONARY, to its termination, shall again subscribe a new Agreement for the next period.

EIGHTH (OBLIGATIONS OF THE SUB-CONCESSIONARY): For the help of the services, the SUB-CONCESSIONARY it is obligated to:

8.1 To follow word by word the Rules and Procedures Manual above mentioned, also, any instructions written that received from AIRPAK.



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- 8.2 To use the forms given by the grantor for its effects.
  - 8.3 Install to its expense the technical equipment that AIRPAK will specify for the appropriate help of the service. The computer software will be given by AIRPAK without cost for the SUB-CONCESSIONARY.
  - 8.4 To install a telephone line of its property, in order to be use for the help of the services, and its operation cost (telephone bills) shall be paid by he SU-CONCESSIONARY)
  - 8.5 To place sign and other badges, or emblems that will identify WESTERN UNION according to the established sample by the grantor, and generally to use the WESTERN UNION publicity in the way that will be indicated in written.
  - 8.6 To maintain up to date the accountant registries of all the operations of the deliveries and payment through out WESTERN UNION and bring in written to AIRPAK in twenty-four hours time if required.
  - 8.7 To mention transfers service of WESTERN UNION in its publicity related to money transfer services.
  - 8.8 Generally, to look after not to use badly the procedures, systems and instruments that had been entrust by AIRPAK. The Sub-Concessionary shall be responsible for the instrument and means that had been entrusted for the appropriate help of the services.
  - 8.9 To contract the necessary personnel for the service help and to dully assume the labor liabilities of said personnel it is understood that neither AIRPAK and WESTERN UNION FINANCIAL SERVICES does not have any relation with said personnel or executives.
  - 8.10 To look after that the characteristics of INDUSTRIAL PROPERTY OF WESTERN UNION FINANCIAL SERVICE shall be respected. And to put to knowledge to AIRPAK of any act that carry out the violation of said rights. The SUB-CONCESSIONARY it had be informed that the necessary software for the help of the services and has been given by AIRPAK, has copyright and therefore, and its disclose, reproduction or copy without authorization is forbidden.



- 8.11 In accordance with further agreement to return to AIRPAK in its offices in the city of San Jose, all the document, implement, programs, publicity material and other necessary implements for the help of the services.
- 8.12 Not to disclose in any way, to intermediary, or third parties, information, statistics, or material related with the SUB-CONCESSIONARY services.
- 8.13 Expressly, THE SUB-CONCESSIONARY its obligate not to reveal to any natural or artificial individual, the work methods, security identifications, current accounts, and any security procedures used for the help of transfer services.
- 8.14 THE SUB-CONCESSIONARY will paid in cash the amount of all the transfers.
- NINTH (PUBLICITY): the cost of the publicity will be assumed as it follows:

- 9.1 the exclusive publicity of AIRPAK with relation to the service will be assumed by this in a one hundred percent (100%).
- 9.2 The publicity shared between AIRPAK and THE SUB-CONCESSIONARY in whom the main object of the same one is the service of WESTERN UNION will be assumed in half between AIRPAK and THE SUB-CONCESSIONARY. In these cases AIRPAK it must previously approve the budget and the material to be published.
- 9.3 the publicity of THE SUB-CONCESSIONARY in whom the service is mentioned to that east contract like part of the services talks about that quick THE SUB-CONCESSIONARY, will be assumed in her totality by THE SUB-CONCESSIONARY.

TENTH (ADVERTISING MANAGEMENT ABROAD): AIRPAK is committed to maintain

a management permanent so that the first house of WESTERN UNION in the United States of North America announces in the means that the service of transference of bottoms of Costa Rica considers opportune.

ELEVENTH (Not-Responsibility IN The ORIGIN OF VALUES): It is agreed specifically, that:



- 11.1 The parties do not assume responsibility some by any illicit or illegal origin of the transferences that trust to him in the occasion of the activities to that this forced to develop as this contract.
- 11.2 That the responsibility by the origin of the transferences, corresponds with exclusive feature to the people who, like users, use these services.
- 11.3 The function of the parties is limited to develop such activities without Prejudging on the legality of the remittances, fulfilling the principles of truth and good kept faith.

**TWELVETH (REMUNERATION):**

- 12.1 Like only remuneration by the services that refers this contract, AIRPAK will Paid THE SUB-CONCESSIONARY a commission, following the procedure that explains in a the annex First of the present contract.
- 12.2 The parties specifically accepts that the commission can be seen diminished, among other cases, if the main office of Western Union of the United States carries out promotions that affect the value of the tariff of the services. THE SUB-CONCESSIONARY declares specifically, which this remuneration totally covers the costs and expenses, which it will incurred for the help of the service, as well as the utilities that the same one will generate.

**THIRTEENTH (REIMBURSEMENT): AIRPAK and THE SUB-CONCESSIONARY**

Specifically agree upon which the net resultant between conducted payments and shipments every day, will be reimbursed in the first working day from the operation were conducted, for which THE SUB-CONCESSIONARY will send in a regular hour work of the following working day, a report of the movements of the previous day. The Currency that AIRPAK will be used for the reimbursements will be in dollars of the United States of North America and they will be turned under the name of THE SUB-CONCESSIONARY with a check of the Bank of America. This will be credited to the account number and financial organization as THE SUB-CONCESSIONARY indicates. Of the contrary, THE SUB-CONCESSIONARY will credit in the account number and financial organization that AIRPAK indicates.



**FOURTEENTH (PROHIBITIONS):** To THE SUB-CONCESSIONARY it is prohibited:

- 14.1 To reveal methods of work, identifications of security, computation Programs, account numbers, safety measures and any other procedures on the service that the present Agreement refers contained or not in the "Manual of Rules and Procedures.
- 14.2 To act as an agent, subagent, concessionary, or franchise of any other company that ha the same electronic money transfers service, meanwhile, act as a Sub-concessionary of AIRPAK.

**FIFTEENTH (EARLY TERM TERMINATION):** The term of the present Contract shall be early terminated by any of the parties for the following reasons:

- 15.1 By mutual agreement, or written notice for at lease thirty days (30) in advance.
- 15.2 If by any means, AIRPAK o THE SUB-CONCESSIONARY, would be disable not to continue with the services.
- 15.3 Nonfulfilment for the any obligations or prohibitions established wherein.
- 15.4 In case of bankruptcy or tender over The SUB-CONCESSIONARY, or in case that were intervened, or its properties seizure.
- 15.5 By termination of any cause of the Contract subscribed between AIRPAK and the main concessionary, AIRPAK INTERNATIONAL FINANCIAL CORP.
- 15.6 By unilateral decision from the SUB-CONCESSIONARY with a notice for at lease thirty days (30) working days in advance to AIRPAK. In any case, THE CONCESIONARY shall be obligated to give results to AIRPAK of the service operation, in order to establish and clear up all the operations made during the period of the Contract. It its understood that the nonfulfilment of any obligation or violation of any prohibition that by means assumes THE SUB-CONCESSIONARY, it would consider a cause for the termination of the Contract by AIRPAK.

**SIXTENNTH (PENAL CLAUSE AND INDEMNIFICATION):** AIRPAK and THE SUB-



CONCESSIONARY expressly accept:

- 16.1 In case of termination by any case of the present Contract, THE SUB-CONCESSIONARY shall have the payment of the one only indemnification for the amount of ONE HUNDRED DOLLARS OF THE UNITED STATES OF AMERICA (US\$100.00), which will cover any damages y/o prejudice that had caused said termination
- 16.2 That the entities WESTERN UNION FINANCIAL SERVICES and AIRPAK INTERNATIONAL FINANCIAL CORP are totally exempted of any responsibility in said termination, the present Contract has its effect between the parties and in any case THE SUB-CONCESSIONARY could be consider an agent, or sub-agent, or concessionary of WESTERN UNION FINANCIAL SERVICES, o AIRPAK INTERNATIONAL FINANCIAL CORP. In any case THE SUB-CONCESSIONARY it's subdue to not to ask.

SEVENTEENTH (OBLIGATIONS OF THE SUB-CONCESSIONARY TO THE TERMINATION OF THE CONTRACT): Terminated the Contract by any causes, the obligations will be as follows:

THE SUB-CONCESSIONARY will have the obligation to render accounts to AIRPAK by the operation of the services and will continue being legally responsible by all the main amounts, received commissions to clients by the System WESTERN UNION owned to WESTERN UNION FINANCIAL SERVICES and AIRPAK, related to originated transferences of money through the services of the Sub-concessionary.

17.2 AIRPAK will compromise to pay to THE SUB-CONCESSIONARY all the amounts given by it to the clients of the system whenever the operator has fulfilled the requirements demanded by the respective manual. The negligence in the fulfillment of the obligations of the employees of the contracting parties, will be assumed by its respective main ones in the terms prescribed by the law. AIRPAK will be responsible by any error committed by WESTERN UNION in the origin for the transmission by inefficiency, negligence and any other cause imputable to WESTERN UNION.



17.3 THE SUB-CONCESSIONARY will have to remove immediately any sign, sample

Or material that contains the commercial name of WESTERN UNION and its label, and will have to abstain to represent in front of the consumer like supplier of any service of WESTERN UNION covered by the present contract.

17.4 AIRPAK will provide to THE SUB-CONCESSIONARY a listing showing the

Telephone numbers, names and addresses of WESTERN UNION and the places in which services of WESTERN UNION are lent, and THE SUB-CONCESSIONARY will have to put them in a visible place and to maintain them in it by a period of six (6) months, counted from the ending of the present contract.

17.5 THE SUB-CONCESSIONARY will have immediately to give back to AIRPAK all

Those goods, articles, manuals, keys, computer programs, related information and any other article or object provided by AIRPAK, for the realization of the service.

7.6 After given the information to AIRPAK, THE SUB-CONCESSIONARY will have

To erase this information of the memory and the fixed and removable disks of the computers that had installed the programs provided by AIRPAK. This could be previously verified by technicians and experts designated by AIRPAK. In addition, the legal representative of THE SUB-CONCESSIONARY will have to give to AIRPAK the testimony of a sworn declaration in front of a Public Notary in which under oath it declares that all the software provided by AIRPAK for the realization of the service of electronic transference of money has been removed in a permanent way of the computer system of THE SUB-CONCESSIONARY.

17.7 THE SUB-CONCESSIONARY has the obligation to refer all the calls that

Receive from the clients of the lent service by WESTERN UNION, to the telephones

and localities specified by WESTERN UNION and THE SUB-CONCESSIONARY, specifically will have to abstain to refer these consumers to WESTERN UNION or AIRPAK competitors.



17.8 Any form of contract completion does not prohibit to the parties to make use of the judicial route.

17.9 Fortuitous case or greater force. None of the parties will be responsible for the breach of obligations contracted in the present instrument in fortuitous case of greater force, when any of these circumstances could not be anticipated by the part that incurs the breach, in that case, will have to communicate it to the other part immediate, of the happened circumstances that motivates it, to take the measures of urgency necessities and to try to fulfill the benefit of the service in the form anticipated in the present instrument.

17.10 To abstain during the term of a year, of doing any activities related to the service that could lend the WESTERN UNION competition.

EIGHTEENTH (PROHIBITION TO SUB-HIRE AND TO YIELD THE RIGHTS): is specifically prohibited to the SUB-CONCESSIONARY, to yield or transfer by any title the rights that by this means it acquires, as well as to sub-hire third people for the benefit of the service referred in the present contract

NINTH (SEVERAL DISPOSITIONS):

19.1 Fusion Amendments: This Contract constitutes the totality of the pact between the celebrant parties and the object of the it. It could not be amended, modified, resigned, explained, additions object, prorogued nor altered of any form except for signed and writing by an authorized person to formalize this modification or amends, by THE SUB-CONCESSIONARY and AIRPAK.

19.2 Effective Law: This Contract will be governed and interpreted in agreement with the laws of Costa Rica.

19.3 Divisibility: If it were determined that any part of this Contract could not be



fulfilled or is illegal, the remaining dispositions will continue, despite with all its force and effect.

19.4 Headings: The headings used in the present are exclusively for comfort aims and they will not be used in the explanation or the interpretation of this Contract.

19.5 Appendices: The appendices to this Contract are part of and form part of the contract. All the defined words have the same meaning in the appendices.

19.6 Fulfillment with the Law: the Sub-concessionary will fulfill all the laws and effective regulations.

19.7 Cession: This Contract could not be yielded nor be transferred by THE SUB-CONCESSIONARY and it will not be possible to be included like part of a sale of some business operated by THE SUB-CONCESSIONARY, without the previous written consent of AIRPAK. This contract will happen to the AIRPAK use, its successors and assignees.

19.8 Warnings: The Warnings as with this contract will be sent by mail for delivery on the following day, directed to the SUB-CONCESSIONARY and AIRPAK to the addresses that will be indicated.

19.9 Date of Use: This Contract will be in use in the indicated date and will continue with all its force and effect unless it is finished in a different way.

19.10 Authorization: This contract will not constitute and will not be considered that it constitutes society between the celebrant parties. Any employee or agency of none of the parties will be considered employee or agency of the other. Only for the origination by THE SUB-CONCESSIONARY and its payment of the transferences of money in agreement with the Requirements of Service and this Contract, no of the two celebrant parties will have authorization to celebrate agreement, to contract commitments or responsibilities to the other's name, and no of the two celebrant



parties will be responsible for the acts, omissions, agreements, commitments, promises or declarations of the other, except for approval specifically arranged in the present.

19.11 Both parties are specifically authorized to register the present Contract by applicant account.

TWENTIETH (PROCEDURAL PACTS): The parties resign to their address and its summit to the courts of the city of San Jose, Costa Rica to dissolve any controversy, same that will be clear up in the same way; unless it is debits between the parties countable verified, they will be able to discuss by the executive way; also they indicate like place to receive summons, notifications or warnings related to this contract the following addresses:

20.1 AIRPAK: San Pedro, Barrio Dent, of Taco Bell two hundred meters to the west.

20.2 THE SUB-CONCESSIONARY: San Jose, one hundred and twenty five meters East from Soda Tapia.

TWENTY- FIRST (GUARANTEE): THE SUB-CONCESSIONARY has given to AIRPAK a

Letter of Exchange for the amount of Twenty Five thousand Dollars and no cents. In case that THE SUB-CONCESSIONARY nonfulfiled any of the obligations settled down in preceding clauses AIRPAK will execute the guarantee of fulfillment before said with which the corresponding amount will be compensated, without being understood that twenty-five thousand dollars without cents currency of the United States of America are the maximum amount of indemnification.

TWENTY SECOND: (FISCAL ESTIMATION): By its nature the present contract is inestimable.



**TWENTY THIRD: (ACCEPTANCE AND CONFORMITY):** Both parties, with the qualities in which they act and each one of the represented concern, has their whole conformity and acceptance with the present Contract and instrument that contain it, in all and each one of their clauses, extending the same one in two copies, one for each one of the contracting parties. Reading the contract by two parties and well aware its legal content, validity, object and effects, ratifies it, accepts and signs, an original one for each part, in the city of San Jose the sixth of August y of two thousand three.

By Airpak de Costa Rica S.A..

By MERCANTIL NICOSTA S.A.

**FIRST ANNEXED TO PRIVATE CONTRACT OF NONEXCLUSIVE TAX  
EXEMPTION**



1- as sole remuneration by the services to these contract refers, AIRPAK will pay to THE SUB-CONCESSIONARY a commission of 10%. This percentage of commission will be applied to the rate that is charged in each sent and/or paid remittance.

2- The payment will be within the eight first working days every month in Costa Rican colones with an original invoice properly stamped.

BY AIRPAK DE COSTA RICA      By MERCANTIL NICOSTA S.A..

**SECOND ANNEXED TO PRIVATE CONTRACT OF NONEXCLUSIVE TAX  
EXEMPTION**



In accordance with arranged by the Second Clause of the contract THE SUB-CONCESSIONARY specifically it is obligated to exercise the representation and to fulfill with the payments and delivery of remittances of money in its office located and within the schedules that are indicated as follows:

1-. CARTAGO, DOWNTOWN, Northwes corner of the Court of Justice Building, Martinez Leiva Bulding. The attention schedule will be of 9 a.m. to 6 p.m.

BY AIRPAK DE COSTA RICA    By MERCANTIL NICOSTA S.A.



LAURA CARVAJAL RAMIREZ, NOTARIO PUBLICO CERTIFICA: Con vista en la Sección Mercantil del Registro Público al Tomo: mil seiscientos ochenta y cinco, Folio: ciento treinta, Asiento: ciento sesenta y dos que se encuentra inscrita la sociedad de esta plaza denominada " **MERCANTIL NICOSTA SOCIEDAD ANONIMA**, domiciliada en San José, Costa Rica, ciento veinticinco metros al Este de la Soda Tapia, con cédula de persona jurídica número tres - ciento uno- trescientos cuarenta y siete mil ochocientos setenta y uno cuya representación judicial y extrajudicial recae en los siguiente funcionarios: **PRESIDENTE DE LA JUNTA DIRECTIVA CON FACULTADES DE APODERADO GENERALISIMO SIN LIMITE DE SUMA** cargo que ostenta el señor Eugenio Monge Montealegre, mayor, casado una vez, máster en administración de empresas, vecino de San José, ciento cincuenta metros a Oeste del Parque María Auxiliadora, cédula uno-cuatrocientos cincuenta y ocho-cero cero nueve y el cargo de **SECRETARIO DE LA JUNTA DIRECTIVA CON FACULTADES DE APODERADO GENERALISIMO SIN LIMITE DE SUMA** lo ostenta el señor Oscar Rivera Garita, mayor, casado una vez, empresario, vecino de San José, ciento cincuenta metros al este de la Soda Tapia, cédula nueve-cero ochenta y dos-ciento veinte, ambos apoderados pudiendo actuar conjunta o separadamente, pudiendo otorgar, sustituir en todo o en parte sus poderes, sin perder por ello su representación ni mandato. La presente personería se encuentra vigente al día de hoy. Extiendo la presente certificación de conformidad con el Código de Notariado y en lo conducente sin que lo omitido altere, modifique, desvirtúe o restrinja lo aquí certificado. En San José, a las ocho horas del seis de agosto del dos mil tres. Se agregan y cancelan los timbres de Ley.



*[Handwritten signature]*





**LAURA CARVAJAL RAMIREZ, NOTARY PUBLIC, with office in San José, Costa Rica, CERTIFIES THAT:** According to the Mercantile Section of the Public Registry, at Book: one thousand six hundred and eighty five, Page: one hundred and thirty there is Quote: one hundred and sixty two, which states the existance of "MERCANTIL NICOSTA ANONIMOUS SOCIETY", adressed in San José, Costa Rica, one hundred and twenty five meters East from Soda Tapia, identification number three-one hundred and one-three hundred forty seven thousand eight hundred and seventy one represented by: ***PRESIDENT OF BOARD OF DIRECTORS WITH GENERALISSIMO POWER OF ATTORNEY WITHOUT AMOUNT LIMITATION: Mr. Eugenio Monge Montecatre,*** of age, married once, Masters Degree in Bussiness Administration, neighbor of San José, one hundred and fifty meters West from María Auxiliadora Park, identification number one-four hundred and fifty eight-zero zero nine and by: ***SECRETARY OF BOARD OF DIRECTORS WITH GENERALISSIMO POWER OF ATTORNEY WITHOUT AMOUNT LIMITATION: Mr. Oscar Rivera Garita,*** of age, married once, entrepreneur, neighbor of San José, one hundred and fifty meters east from Soda Tapia, identification number nine-zero eighty two-one hundred and twenty, both granted with generalissimo power of attorney without amount limitation Both can act with joint or separate power, give power and make substitutions without losing theirs. This registration is prevailed I certify according to the Notary Code, giving faith that the information that is not included on this document does not modify the information hereby certified. I certify in San José, Costa Rica, at eight hours of August sixth two thousand and three. Lawful stamps added.\*\*\*\*\* SIGNATURE: Attorney Laura Carvajal Ramírez.

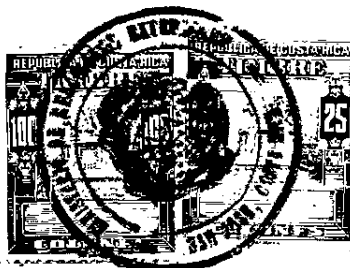
SEAL ATTORNEY LAURA  
CARVAJAL RAMIREZ



IN WITNESS WHEREOF I EXTEND THE PRESENT TRANSLATION FROM  
SPANISH TO ENGLISH TO THE REQUEST OF THE INTERESTED PARTY  
IN THE CITY OF SAN JOSE, COSTA RICA ON AUGUST 6<sup>TH</sup>, 2003. LAWFUL  
STAMPS ARE ADDED AND CANCELLED



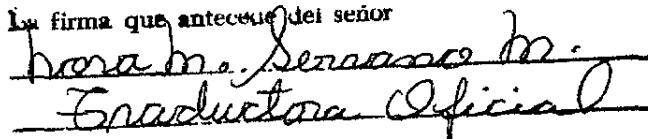
Nora M. Serrano M.  
Traductora Oficial  
Decreto 296 S-E  
San José - Costa Rica



REPUBLICA DE COSTA RICA

MINISTERIO DE RELACIONES EXTERIORES Y CULTO

La firma que antecede del señor

  
Traductora Oficial

ES AUTENTICA

San José, — 07 AGO. 2003 —

Esta autenticación no implica responsabilidad en cuanto  
al contenido del documento.

  
Hannia Porras García  
Oficial de Autenticaciones



REPUBLIC OF COSTA RICA  
PROVINCE AND CITY OF SAN JOSE  
EMBASSY OF THE UNITED STATES  
OF AMERICA } SS

I, STEVEN H. HUNSUCKER Consul of  
The United States of America at San Jose, duly  
commissioned and qualified, do hereby certify that  
HANNIA PORRAS GARCIA

whose true signature and official seal are, respecti-  
vely, subscribed and affixed to the foregoing  
documents, was on the 7TH.  
day of AUGUST 2003  
the date thereof, OFFICER OF AUTH.

MINISTRY OF FOREIGN AFFAIRS

San Jose, Republic of Costa Rica, duly  
commissioned and qualified, to whose  
official acts faith and credit are due.

IN WITNESS WHEREOF I have hereunto set my  
hand and affixed the seal of the Embassy at  
San Jose, Costa Rica

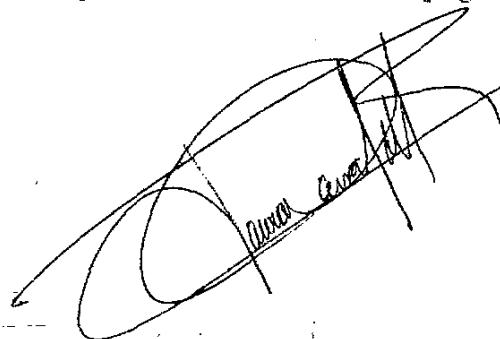
This 7TH. day of AUGUST 2003

  
STEVEN H. HUNSUCKER

CONSUL OF THE UNITED STATES OF AMERICA  
SAN JOSE, COSTA RICA



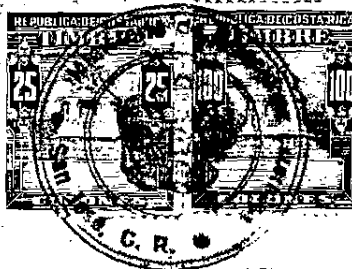
LAURA CARVAJAL RAMIREZ, NOTARIO PUBLICO CERTIFICA: Con vista en la Sección Mercantil del Registro Público al Tomo: mil seiscientos ochenta y cinco, Folio: ciento treinta, Asiento: ciento sesenta y dos que se encuentra inscrita la sociedad de esta plaza denominada " **MERCANTIL NICOSTA SOCIEDAD ANONIMA**, domiciliada en San José, Costa Rica, ciento veinticinco metros al Este de la Soda Tapia, con cédula de persona jurídica número tres - ciento uno- trescientos cuarenta y siete mil ochocientos setenta y uno cuya representación judicial y extrajudicial recae en los siguiente funcionarios: **PRESIDENTE DE LA JUNTA DIRECTIVA CON FACULTADES DE APODERADO GENERALISIMO SIN LIMITE DE SUMA** cargo que ostenta el señor Eugenio Monge Montealegre, mayor, casado una vez, máster en administración de empresas, vecino de San José, ciento cincuenta metros a Oeste del Parque María Auxiliadora, cédula uno-cuatrocientos cincuenta y ocho-cero cero nueve y el cargo de **SECRETARIO DE LA JUNTA DIRECTIVA CON FACULTADES DE APODERADO GENERALISIMO SIN LIMITE DE SUMA** lo ostenta el señor Oscar Rivera Garita, mayor, casado una vez, empresario, vecino de San José, ciento cincuenta metros al este de la Soda Tapia, cédula nueve-cero ochenta y dos-ciento veinte, ambos apoderados pudiendo actuar conjunta o separadamente, pudiendo otorgar, sustituir en todo o en parte sus poderes, sin perder por ello su representación ni mandato. La presente personería se encuentra vigente al día de hoy. Extiendo la presente certificación de conformidad con el Código de Notariado y en lo conducente sin que lo omitido altere, modifique, desvirtúe o restrinja lo aquí certificado. En San José, a las ocho horas del quince de julio del dos mil tres. Se agregan y cancelan los timbres de Ley.





I NORA MARIA SERRANO MIRANDA, OFFICIAL TRANSLATOR OF THE  
MINISTRY OF FOREIGN AFFAIRS AND WORSHIP, APPOINTED BY  
DECREE NUMBER 296. S.E. ON APRIL 23<sup>RD</sup>, 1980, PUBLISHED IN THE  
NEWSPAPER "LA GACETA" ON MAY 12<sup>TH</sup>, 1980 HEREBY CERTIFY THAT  
THE DOCUMENT TO BE TRANSLATED FROM SPANISH TO ENGLISH  
READS AS FOLLOWS:

*Nora M. Serrano M.*  
Nora M. Serrano M.  
Traductora Oficial  
Decreto 296 S-E  
San José - Costa Rica



REPÚBLICA DE COSTA RICA

MINISTERIO DE RELACIONES EXTERIORES Y CULTO

La firma que antecede del señor

*Nora Serrano*  
*Traductora Oficial*

ES AUTENTICA

San José, 23 JUL. 2003

Esta autenticación no implica responsabilidad en cuanto  
al contenido del documento.

*Hannia Porras García*  
Hannia Porras García  
Oficial de Autenticaciones



REPUBLIC OF COSTA RICA  
PROVINCE AND CITY OF SAN JOSE  
EMBASSY OF THE UNITED STATES  
OF AMERICA } SS

I, SARAH J. FRANCIA Consul of  
The United States of America at San Jose, duly  
commissioned and qualified, do hereby certify that  
HANNIA PORRAS GARCIA

whose true signature and official seal are, respecti-  
vely, subscribed and affixed to the foregoing  
documents, was on the 23RD.  
day of JULY 2003

the date thereof, OFFICER OF AUTH.  
MINISTRY OF FOREIGN AFFAIRS

San Jose, Republic of Costa Rica, duly  
commissioned and qualified, to whose  
official acts faith and credit are due.

IN WITNESS WHEREOF I have hereunto set my  
hand and affixed the seal of the Embassy at  
San Jose, Costa Rica

This 24TH. day of JULY 2003

SARAH J. FRANCIA

CONSUL OF THE UNITED STATES OF AMERICA  
SAN JOSE, COSTA RICA



LAURA CARVAJAL RAMIREZ, NOTARY PUBLIC, with office in San José, Costa Rica, CERTIFIES THAT: According to the Mercantile Section of the Public Registry, at Book: one thousand six hundred and eighty five, Page: one hundred and thirty there is Quote: one hundred and sixty two, which states the existance of "MERCANTIL NICOSTA ANONIMOUS SOCIETY", adressed in San José, Costa Rica, one hundred and twenty five meters East from Soda Tapia, identification number three-one hundred and one-three hundred forty seven thousand eight hundred and seventy one represented by: *PRESIDENT OF BOARD OF DIRECTORS WITH GENERALISSIMO POWER OF ATTORNEY WITHOUT AMOUNT LIMITATION: Mr. Eugenio Monge Montecalegre*, of age, married once, Masters Degree in Bussiness Administration, neighbor of San José, one hundred and fifty meters West from María Auxiliadora Park, identification number one-four hundred and fifty eight-zero zero nine and by: *SECRETARY OF BOARD OF DIRECTORS WITH GENERALISSIMO POWER OF ATTORNEY WITHOUT AMOUNT LIMITATION: Mr. Oscar Rivera Garita*, of age, married once, entrepreneur, neighbor of San José, one hundred and fifty meters east from Soda Tapia, identification number nine-zero eighty two-one hundred and twenty, both granted with generalissimo power of attorney without amount limitation Both can act with joint or separate power, give power and make substitutions without losing theirs. This registration is prevailed I certify according to the Notary Code, giving faith that the information that is not included on this document does not modify the information hereby certified. I certify in San José, Costa Rica, at eight hours of July fifteenth two thousand and three. Lawful stamps added.\*\*\*\*\* SIGNATURE: Attorney Laura Carvajal Ramírez.

SEAL ATTORNEY LAURA  
CARVAJAL RAMIREZ



IN WITNESS WHEREOF I EXTEND THE PRESENT TRANSLATION FROM  
SPANISH TO ENGLISH TO THE REQUEST OF THE INTERESTED PARTY IN  
THE CITY OF SAN JOSE, COSTA RICA ON JULY 16<sup>TH</sup>, 2003. LAWFUL STAMPS  
ARE ADDED AND CANCELLED

  
Nora M. Serrano M.

Traductora Oficial  
Decreto 296 S-E  
San José - Costa Rica