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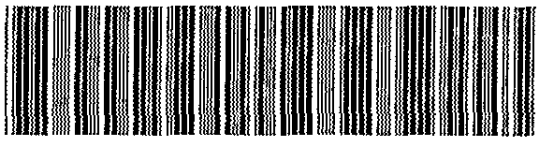

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MITRANI, RYNOR, ADAMSKY & MACAULAY, P.A.
2200 SUNTRUST INTERNATIONAL CENTER
ONE SOUTHEAST THIRD AVENUE
MIAMI, FLORIDA 33131

TELEPHONE (305) 358-0050
TELECOPIER (305) 358-0550

March 6, 2003

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314
RE: **INVERSIONES COMERCIALES HERYCA, S.A.**

Dear Sir or Madam:

The enclosed "Application by Foreign Corporation for Authorization to Transact Business in Florida", "Certificate of Existence", and check in the sum of $87.50 are submitted to register the above referenced foreign corporation to transact business in Florida.

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TALLAHASSEE, FLORIDA

Please return all correspondence concerning this matter to the undersigned. If you require further information, please call.

Very truly yours,

Pedro G. Menocal

PGM:gvk
enclosures
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APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 707.1503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF FLORIDA.

1. Inversiones Comerciales Heryca, S.A.
(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 7, 1997
(Date of incorporation)

5. February 22, 2096
(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.)

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7. Paseo Colon, Cuidad de San Jose
De La Soda Papia
150 Metros al Este
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
Office Address:	Mitrani, Rynor, Adamsky & Macaulay, P.A.
	One Southeast Third Avenue
	Suite 2200
	Miami, Florida 33131

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.

P.C. M

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:

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A. DIRECTORS

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

B. OFFICERS

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

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

14. Oscar Rivera Garita
(Typed or printed name and capacity of person signing application)

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CONTRATO PRIVADO DE FRANQUICIA NO EXCLUSIVA

AIRPAK DE COSTA RICA S.A. cédula de persona jurídica número tres-ciento uno-cero sesenta mil setecientos diez, representada por su Gerente General con facultades suficientes para este acto señor **Gustavo Adolfo Reyes Argueta**, mayor, casado, Licenciado en Contaduría Pública, ciudadano salvadoreño, vecino de San José, portador del pasaporte de esa nacionalidad número A dos seis uno cero dos ocho, en adelante y para todos los efectos del presente contrato se denominará **AIRPAK e INVERSIONES COMERCIALES HERYCA S.A.** cédula jurídica tres-ciento uno-uno nueve nueve cuatro nueve dos, representada en este acto por su Gerente con facultades de Apoderado Generalísimo sin limite de suma, señor **Oscar Rivera Garita**, mayor, casado una vez, empresario, vecino de Guadalupe, cédula número nueve-cero ochenta y dos-ciento veinte en adelante y para todos los efectos del presente contrato se denominará **LA SUBCONCESIONARIA** han convenido en otorgar CONTRATO PRIVADO DE FRANQUICIA NO EXCLUSIVA, de conformidad con los términos y cláusulas siguientes:

PRIMERA (ANTECEDENTES): AIRPAK goza de la representación de los servicios de transferencias de dinero de WESTERN UNION FINANCIAL SERVICES para la República de Costa Rica y está expresamente autorizada por la representante exclusiva para poder otorgar a subconcesionarios no exclusivos dicha representación en la forma que considere conveniente según los términos del contrato suscrito entre ambas. Por su parte, el señor Oscar Rivera Garita en la calidad con que actúa, declara que su representada, INVERSIONES COMERCIALES HERYCA S.A. es una entidad que está en capacidad de prestar como Subconcesionaria los servicios de transferencias de dinero ya indicadas.

SEGUNDA (FRANQUICIA NO EXCLUSIVA): AIRPAK por medio de su representante legal y por este medio otorga a **INVERSIONES COMERCIALES HERYCA S.A.** la franquicia no exclusiva para la prestación de servicios de pagos y envíos de remesas de dinero, quién por medio de su representante con facultades suficientes para este acto la acepta expresamente y se obliga a ejercer dicha representación en sus oficinas ubicadas en las localidades y dentro de los horarios que se indican en el anexo Segundo de este contrato. LA SUBCONCESIONARIA declara expresamente que asume la obligación de cobrar las tarifas establecidas por WESTERN UNION y de cancelar por su exclusiva cuenta todos aquellos impuestos o contribuciones fiscales que las Leyes de la República de Costa Rica impongan sobre dichos servicios de pagos y envíos de remesas de dinero. Así mismo, LA SUBCONCESIONARIA declara conocer perfectamente los procedimientos y manuales de operación de este servicio y se obliga a seguir al pie de la letra las indicaciones que sobre este particular reciba de AIRPAK.

TERCERA (EXCLUSIVIDAD): LA SUBCONCESIONARIA hará sus mejores esfuerzos para desarrollar, promover y aumentar el Servicio y para promover y mejorar la plusvalía relacionada con el mismo y con las marcas comerciales, marcas registradas y marcas de servicio de WESTERN UNION. LA SUBCONCESIONARIA por consiguiente conviene en

que, durante el plazo de este Contrato y aún después de un año de finalizado, no podrá realizar el giro de negocio objeto de este Contrato, con otra persona natural o jurídica distinta a AIRPAK. LA SUBCONCESIONARIA acepta tal restricción como condición indispensable para evitar el desconcierto entre el público y como necesarias para proteger la reputación de este servicio y la de WESTERN UNION y/o la de AIRPAK y se obliga a reconocer los daños y perjuicios que ocasione y renuncia a la vía ordinaria en caso de que AIRPAK así lo demande sin perjuicio de las otras acciones legales que promueva.

CUARTA (DERECHOS DE PROPIEDAD): Toda marca comercial, marca registrada, marca de servicio, Copyright y demás derechos de propiedad de WESTERN UNION seguirán siendo exclusivamente de su propiedad y LA SUBCONCECIONARIA no sostendrá derecho alguno a la misma, ni durante el plazo del convenio ni después de ello. LA SUBCONCESIONARIA no hará nada en lo absoluto que sea inconsistente con la propiedad de WESTERN UNION y de AIRPAK con relación a dichos valores y derechos hará todo lo posible para protegerlos contra usurpación o daños.

QUINTA (LOCALIDADES Y HORARIOS DE EXPLOTACIÓN): Para la prestación de los servicios LA SUBCONCESIONARIA cuenta con oficinas e instalaciones que llenan las normas exigidas por AIRPAK y que deberán funcionar en las localidades y durante los horarios que se han acordado entre las partes y que constan en el anexo segundo de este contrato. Lo anterior sin perjuicio de que en el futuro si LA SUBCONCESIONARIA tiene nuevas localidades, las mismas se puedan incluir en el servicio objeto de este contrato, previo acuerdo entre las partes. En caso de que existan circunstancias que impidan que LA SUBCONCESIONARIA pueda cumplir con la prestación del Servicio en alguna de sus localidades, LA SUBCONCESIONARIA avisará prontamente a AIRPAK, con los pormenores que incluirán la duración anticipada de la interrupción provisional.

SEXTA (MANUAL DE REGLAMENTOS Y PROCEDIMIENTOS Y CAPACITACIÓN): AIRPAK, para la prestación de servicios entrega a LA SUBCONCESIONARIA un Manual de Reglamentos y Procedimientos, que para todos los efectos será parte integral de este contrato; el cual expresamente manifiesta conocer y aceptar el representante de LA SUBCONCESIONARIA, obligándose expresamente esta última a empezar a aplicarlo inmediatamente y durante toda la vigencia de este contrato o de sus prórrogas. En caso de que dicho manual tenga cambios o reformas AIRPAK lo comunicará por escrito a LA SUBCONCESIONARIA, obligándose, ésta última a aplicarlos inmediatamente. AIRPAK suministrará la capacitación al personal de la SUBCONCESIONARIA para el correcto uso del sistema de los servicios de WESTERN UNION, la capacitación incluye la entrega al personal capacitado del manual de usuario. A efecto de implementar lo anterior se convendrá entre las partes un horario para la capacitación dentro de un período de tiempo de dos semanas, posterior a la firma del presente contrato durante el cual se llevará a cabo el programa de capacitación en las oficinas de AIRPAK. LA SUBCONCESIONARIA asume la totalidad de la responsabilidad que se derive de la escogencia del personal que será designado para recibir la capacitación para el manejo

del sistema y/o software. Una vez finalizada la capacitación los beneficiarios de esta deberán rendir por escrito su conformidad con la misma. Cualquier capacitación adicional podrá ser pactada por las partes.

SEPTIMA (PLAZO Y TERRITORIO DE APLICACIÓN): El presente contrato tiene efectos únicamente para la República de Costa Rica, y su vigencia es de un (1) año a partir del día 15 de julio de dos mil dos y vencerá el día 15 de julio de dos mil tres; sin embargo estará sujeto a la vigencia del contrato suscrito entre AIRPAK y la representante principal. El plazo del contrato es improrrogable, por lo que, de estar interesadas las partes en continuar con la prestación de los servicios de LA SUBCONCESIONARIA, a su vencimiento deberá suscribirse un nuevo contrato por el período siguiente.

OCTAVA (OBLIGACIONES DE LA SUBCONCESIONARIA): Para la prestación del servicio, LA SUBCONCESIONARIA se obliga expresamente a:

8.1 Seguir al pie de la letra el Manual de Reglamentos y Procedimientos relacionado anteriormente, así como cualesquiera instrucciones por escrito que reciba de AIRPAK.

8.2 Utilizar los formularios que le suministre la concedente para el efecto.

8.3 Instalar a su costa el equipo técnico que AIRPAK le especificara para la adecuada prestación del servicio. El software de computación será proporcionado por AIRPAK sin costo para LA SUBCONCESIONARIA.

8.4 Tener instalada y en perfecto estado para su uso una línea telefónica de su propiedad, misma que será utilizada para la prestación de estos servicios y cuyo costo de operación (pago de cuotas o tarifas por servicio ordinario o extraordinario) será por cuenta de LA SUBCONCESIONARIA.

8.5 Colocar en un lugar visible los rótulos y demás insignias o emblemas que identifican a "WESTERN UNION" de acuerdo a los patrones establecidos por la Concedente, y en general a hacer uso de la publicidad de WESTERN UNION en la forma que se le indique por escrito.

8.6 Mantener al día registros contables de todas las operaciones del servicio de envíos y pagos a través de Western Union y reportarlos por escrito a AIRPAK en veinticuatro horas de serle requeridos.

8.7 Hacer mención del servicio de transferencias Western Union, en su publicidad relativa a servicios de transferencias de dinero.

8.8 Velar en términos generales porque no se haga un mal uso de los procedimientos, sistemas o instrumentos que le hayan sido confiados por AIRPAK. LA SUBCONCESIONARIA será responsable de los instrumentos y medios que le han sido confiados para la adecuada prestación de los servicios.

8.9 Contratar el personal necesario para la prestación del servicio y asumir totalmente el pasivo laboral de dichos empleados. Queda entendido que ni AIRPAK ni WESTERN UNION FINANCIAL SERVICES tienen relación alguna con dichos empleados o ejecutivos.

8.10 Velar porque se respeten los distintivos Propiedad Industrial de WESTERN UNION FINANCIAL SERVICES, y poner en conocimiento inmediato de AIRPAK, cualquier acto que tienda a conculcar dichos derechos. LA SUBCONCESIONARIA queda enterada que el software necesario para la prestación del servicio y que le ha sido proporcionado por AIRPAK, goza de derecho de autor y por lo tanto es prohibida su divulgación, reproducción o copia sin autorización.

8.11 Cumplir con devolver a AIRPAK en sus oficinas en la ciudad de San José de conformidad con lo dispuesto mas adelante, todos los documentos, implementos, programas, material publicitario y demás elementos necesarios para la prestación del servicio.

8.12 No divulgar en ninguna forma, ya sea por sí o por interpósita persona a empresas de la competencia o a terceras personas, informaciones, datos, estadísticas o material relacionado con el servicio de LA SUBCONCESIONARIA.

8.13 LA SUBCONCESIONARIA expresamente se obliga a no revelar a ninguna persona física o jurídica los métodos de trabajo, las identificaciones de seguridad, números de cuentas y cualesquiera otras medidas de procedimientos de seguridad empleados en la prestación de los servicios de transferencia.

8.14 LA SUBCONCESIONARIA efectuará el pago en dinero efectivo del monto de todas las transferencias.

NOVENA (PUBLICIDAD): El costo de la publicidad será asumido como sigue:

9.1 La publicidad exclusiva de AIRPAK con relación al servicio será asumida por esta en un cien por ciento (100%).

9.2 La publicidad compartida entre AIRPAK y LA SUBCONCESIONARIA en la que el objeto principal de la misma sea el servicio de WESTERN UNION será asumida por mitad entre AIRPAK y LA SUBCONCESIONARIA. En estos casos AIRPAK debe aprobar previamente el presupuesto y el material a publicar.

9.3 La publicidad de LA SUBCONCESIONARIA en la que se mencione el servicio a que se refiere este contrato como parte de los servicios que LA SUBCONCESIONARIA presta, será asumida en su totalidad por LA SUBCONCESIONARIA.

DECIMA (GESTION PUBLICITARIA EN EL EXTRANJERO): AIRPAK se compromete a mantener una gestión permanente para que la casa matriz de WESTERN UNION en los Estados Unidos de Norteamérica anuncie en los medios que considere oportunos el servicio de transferencia de fondos en Costa Rica.

DECIMA PRIMERA (NO-RESPONSABILIDAD EN LA PROCEDENCIA DE VALORES): Queda pactado expresamente, que:

11.1 Las partes no asumen responsabilidad alguna por cualquier procedencia ilícita o ilegal de las transferencias que se le confíen con motivo de las actividades a que esta obligada a desarrollar conforme este contrato.

11.2 Que la responsabilidad por la procedencia de las transferencias, corresponde con exclusividad a las personas que, como usuarios, utilicen dichos servicios.

11.3 La función de las partes se limita a desarrollar tales actividades sin prejuzgar sobre la licitud de las remesas, cumpliendo con los principios de la verdad sabida y buena fe guardada.

DECIMA SEGUNDA (REMUNERACIÓN):

12.1 Como única remuneración por los servicios a que se refiere este contrato, AIRPAK pagara a LA SUBCONCESIONARIA una comisión, siguiendo el procedimiento que se explica en al anexo Primero del presente contrato.

12.2 Las partes aceptan expresamente que la comisión puede verse disminuida, entre otros casos, si la casa matriz de Western Union en Estados Unidos efectúa promociones que afecten el valor de la tarifa de los servicios. LA SUBCONCESIONARIA declara expresamente, que dicha remuneración cubre totalmente los costos y gastos en que incurrirá por la prestación del servicio, así como las utilidades que el mismo generará.

DECIMA TERCERA (REEMBOLSO):
AIRPAK y LA SUBCONCESIONARIA expresamente convienen en que el neto resultante entre pagos y envíos efectuados cada día, será reembolsado el primer día hábil siguiente de efectuadas las operaciones, para lo cual LA SUBCONCESIONARIA enviará a primera hora regular de trabajo del día hábil siguiente, el reporte de movimientos efectuados el día anterior. La Moneda que utilizará AIRPAK para los reembolsos serán dólares de los Estados Unidos de Norte América y se girarán a nombre de la SUBCONCESIONARIA con cheque del Banco de América. Este será acreditado al número de cuenta y entidad financiera que la SUBCONCESIONARIA indique. En caso contrario la SUBCONCESIONARIA acreditará en el número de cuenta y entidad financiera que AIRPAK indique.

DECIMA CUARTA (PROHIBICIONES): A LA SUBCONCESIONARIA le es prohibido expresamente:

14.1 Revelar métodos de trabajo, identificaciones de seguridad, programas de computación, números de cuenta, medidas de seguridad y cualesquiera otros procedimientos sobre el servicio a que se refiere el presente contrato contenido o no en el "Manual de Reglamentos y Procedimientos", siendo responsable por la violación de dicho secreto.

14.2 Actuar como agente, sub-agente, concesinaria, subconcesionaria o franquiciada de alguna otra empresa que preste los mismos servicios de transferencia electrónica de dinero, mientras actúe como Subconcesionario de AIRPAK.

DECIMA QUINTA (TERMINACIÓN ANTICIPADA DEL PLAZO): El plazo del presente contrato se podrá dar por terminado anticipadamente por cualesquiera de las siguientes razones:

15.1 Por mutuo acuerdo entre las partes o mediante aviso por escrito con por lo menos treinta (30) días de anticipación.
15.2 Si por motivo de fuerza mayor, AIRPAK o LA SUBCONCESIONARIA, se vieran imposibilitadas a continuar prestando cualquiera de los servicios contratados.
15.3 Por la contravención o incumplimiento a cualesquiera obligaciones o prohibiciones aquí establecidas.
15.4 En caso se declarare la quiebra o concurso de acreedores sobre LA SUBCONCESIONARIA, o si en caso fuese intervenida o sus bienes embargados.
15.5 Por terminación por cualquier causa, del contrato suscrito entre AIRPAK y la concesionaria principal, AIRPAK INTERNATIONAL FINANCIAL CORP.
15.6 Por decisión unilateral de LA SUBCONCESIONARIA con un aviso de por lo menos treinta (30) días hábiles de anticipación a AIRPAK. En cualquier caso, LA SUBCONCESIONARIA quedara obligada a rendir cuentas a AIRPAK sobre la operación del servicio, a efecto de establecer y liquidar todas las operaciones efectuadas durante la vigencia del contrato. Queda entendido que el incumplimiento de cualquier obligación o violación de cualquier prohibición que por este medio asuma LA SUBCONCESIONARIA, se considera causa justa para la terminación del contrato por parte de AIRPAK.

DECIMA SEXTA (CLAUSULA PENAL E INDEMNIZACIÓN LIQUIDADA): AIRPAK y LA SUBCONCESIONARIA expresamente aceptan:

16.1 Que en caso de terminación del presente contrato por cualquier causa, LA SUBCONCESIONARIA tendrá derecho al pago de una única indemnización por la suma de CIEN DOLARES DE LOS ESTADOS UNIDOS DE NORTEAMÉRICA (US$100.00), la cual cubrirá cualesquiera daños y/o perjuicios que se le causen por dicha terminación.
16.2 Que exoneran totalmente a las entidades WESTERN UNION FINANCIAL SERVICES y AIRPAK INTERNATIONAL FINANCIAL CORP. de cualesquiera responsabilidades en dicha terminación, toda vez que el presente contrato únicamente tiene efecto entre los dos contratantes y en ningún caso se puede considerar a LA SUBCONCESIONARIA como agente, sub-agente o concesionaria de WESTERN UNION FINANCIAL SERVICES o de AIRPAK INTERNATIONAL FINANCIAL CORP. En todo caso LA SUBCONCESIONARIA se somete a pacto de no pedir.

DECIMA SÉTIMA (OBLIGACIONES DE LA SUBCONCESIONARIA AL TERMINAR ESTE CONTRATO): Terminado el contrato por cualquier razón, se tendrán las obligaciones siguientes:

17.1 LA SUBCONCESIONARIA tendrá la obligación de rendir cuentas a AIRPAK por la operación de los servicios por él prestado y seguirá siendo responsable legalmente por todos los montos principales, comisiones cobradas a clientes a cuenta del Sistema WESTERN UNION debidas a WESTERN UNION FINANCIAL SERVICES y a AIRPAK, relacionadas con transferencias de dinero originadas a través de los servicios del Subconcesionario.

17.2 AIRPAK se compromete a pagar a LA SUBCONCESIONARIA todas las cantidades entregadas por éste a los clientes del sistema siempre que el operador haya cumplido los requisitos exigidos por el manual respectivo. La infidencia o negligencia en el cumplimiento de las obligaciones de los empleados de las partes contratantes, será asumida por sus respectivos principales en los términos prescritos por la Ley. AIRPAK será responsable por cualquier error cometido por WESTERN UNION en el origen de la transmisión por ineficiencia, negligencia y por cualquier otra causa imputable a WESTERN UNION.

17.3 LA SUBCONCESIONARIA deberá remover inmediatamente cualquier signo, muestra o material que contenga el nombre comercial de WESTERN UNION, su logotipo o etiqueta y deberá abstenerse de representar ante el consumidor como proveedor de cualquier servicio de WESTERN UNION cubierto por el presente contrato.

17.4 AIRPAK proveerá a LA SUBCONCESIONARIA un listado mostrando los números de teléfonos, nombres y direcciones de WESTERN UNION y los lugares en los cuales se presten servicios de WESTERN UNION y LA SUBCONCESIONARIA deberá ponerlos en un lugar visible y mantenerlos en dicho lugar por un período de seis (6) meses, contados a partir de la terminación del presente contrato.

17.5 LA SUBCONCESIONARIA deberá inmediatamente devolver a AIRPAK todos aquellos bienes, artículos, manuales, claves, los programas de computación, información relacionada y cualquier otro artículo u objeto proveído por AIRPAK, para la prestación del servicio.

17.6 Luego de entregada la información a AIRPAK, LA SUBCONCESINARIA deberá prontamente borrar dicha información de la memoria, los discos fijos y discos removibles de las computadoras que tenían instalados los programas proporcionados por AIRPAK, pudiendo lo anterior ser comprobado fehacientemente por Técnicos y expertos designados por AIRPAK. Además el representante legal de LA SUBCONCESIONARIA deberá entregar a AIRPAK el testimonio de una declaración jurada ante Notario Público en la cual bajo juramento declare que todo el software suministrado por AIRPAK para la prestación del servicio de transferencia electrónica de dinero ha sido removido de manera permanente del sistema de computo de LA SUBCONCESIONARIA.

17.7 LA SUBCONCESIONARIA tiene la obligación de referir todas las llamadas que reciba de los clientes del servicio prestado por WESTERN UNION, a los teléfonos y localidades especificadas por WESTERN UNION y LA SUBCONCESIONARIA, expresamente deberá abstenerse de referir dichos consumidores a competidores de WESTERN UNION o AIRPAK.

17.8 Cualquier forma de terminación de contrato no impide a las partes hacer uso de la vía judicial.

17.9 Caso fortuito o fuerza mayor. Ninguna de las partes será responsable por incumplimiento de las obligaciones contraídas en el presente instrumento en caso de fuerza mayor o caso fortuito, cuando cualquiera de dichas circunstancias no pudiere ser previstas por la parte que incurra en incumplimiento, en cuyo caso deberá darse aviso a la otra parte en forma inmediata, de las circunstancias acaecidas que lo motiva, para tomarse las medidas de urgencia necesarias y para tratar de cumplir la prestación del servicio en la forma prevista en el presente instrumento.

17.10 Abstenerse durante un plazo de un año, de efectuar cualesquiera actividades relacionadas con el servicio que pudiese prestar la competencia de WESTERN UNION.

DECIMA OCTAVA (PROHIBICIÓN PARA SUBCONTRATAR Y CEDER LOS DERECHOS): A LA SUBCONCESIONARIA le es prohibido expresamente, ceder o traspasar por cualquier título los derechos que por este medio adquiere, así como subcontratar a terceras personas para la prestación del servicio a que se refiere el presente contrato.

DECIMA NOVENA (DISPOSICIONES VARIAS):

19.1 *Fusión Enmiendas: Este Contrato constituye la totalidad del pacto entre las* partes celebrantes con respecto al objeto del mismo. No podrá ser enmendado, modificado, renunciado, explicado, objeto de añadiduras, prorrogado ni alterado de forma alguna salvo por escrito y firmado por una persona facultada para formalizar dicha modificación o enmienda, por LA SUBCONCESIONARIA y AIRPAK.

19.2 Ley Vigente: Este Contrato será regido por y se interpretará de acuerdo con las leyes de Costa Rica.

19.3 Divisibilidad: Si se determinara que alguna parte de este Contrato no pudiera cumplirse o es ilegal, las disposiciones restantes continuarán, no obstante, con toda su fuerza y efecto.

19.4 Encabezamientos: Los encabezamientos usados en el presente son exclusivamente para fines de comodidad y no serán usados en la aclaración o la interpretación de este Contrato.

19.5 Apéndices: Los Apéndices a este Contrato se incorporan en y forman parte del Contrato. Todos los vocablos definidos tienen el mismo significado en los Apéndices.

19.6 Cumplimiento con la Ley: El Subconcesionario cumplirá con todas las leyes y reglamentos vigentes.

19.7 Cesión: Este Contrato no podrá ser cedido ni transferido por LA SUBCONCESIONARIA y no se podrá incluir como parte de una venta de algún negocio explotado por LA SUBCONCESIONARIA, sin el previo consentimiento por

escrito de parte de AIRPAK. Este Contrato pasará al uso de AIRPAK, sus sucesores y cesionarios.

19.8 Avisos: Los Avisos conforme con este Contrato serán enviados por correo para entrega al día siguiente, dirigidos a LA SUBCONCESIONARIA y a AIRPAK a las direcciones que se indicarán.

19.9 Fecha de Vigencia: Este Contrato entrará en vigencia en la fecha que se indica precedentemente y continuará con toda su fuerza y efecto a menos que se le termine distintamente.

19.10 Autorización: Este Contrato no constituirá ni se considerará que constituye sociedad entre las partes celebrantes. Ningún empleado ni agencia de ninguna de las dos partes celebrantes será considerado empleado o agencia de la otra para fin alguno. Salvo para la originación por parte de LA SUBCONCESIONARIA y su pago de las transferencias de dinero de acuerdo con los Requisitos de Servicio y de este Contrato, ninguna de las dos partes celebrantes tendrá autorización para celebrar convenio alguno ni contraer compromisos ni responsabilidades a nombre de la otra, y ninguna de las dos partes celebrantes será responsable de los actos, omisiones, convenios, compromisos, promesas o declaraciones de la otra, salvo conforme específicamente se dispone distintamente en el presente.

19.11 Ambas partes quedan expresamente autorizadas para hacer protocolizar el presente contrato por cuenta de la solicitante.

VIGÉSIMA (PACTOS PROCESALES): Las partes renuncian al fuero de su domicilio y se someten a los tribunales de la ciudad de San José, Costa Rica para dirimir cualquier controversia, misma que será ventilada en la vía correspondiente; salvo que se trate de adeudos entre las partes contablemente comprobados, los que podrán reclamarse por la vía ejecutiva; así mismo señalan como lugar para recibir citaciones, notificaciones o avisos relacionados con este contrato las siguientes direcciones:

20.1 AIRPAK: San Pedro, Barrio Dent, de Taco Bell doscientos metros al oeste, casa esquinera.

20-2 LA SUBCONCESIONARIA: San José, Barrio Don Bosco de la Funeraria del Recuerdo ciento veinticinco metros al oeste.

VIGÉSIMA PRIMERA (GARANTIA): LA **SUBCONCESIONARIA** ha entregado a AIRPAK un certificado de depósito a plazo de un mes a partir del primero de julio de 2002 como garantía No. 400-02-080-062649-2 extendida por el Banco Nacional por la suma de veinticinco mil dólares sin centavos. En caso de que LA SUBCONCESIONARIA faltara a cualquiera de las obligaciones establecidas en las cláusulas precedentes AIRPAK ejecutará la garantía de cumplimiento antes dicha con la cual se indemnizará el monto correspondiente, sin que por ello se entienda que veinticinco mil dólares sin centavos moneda de los Estados Unidos de América sea el monto máximo de indemnización.

VIGESIMA SEGUNDA: (ESTIMACION FISCAL): Por su naturaleza el presente contrato es inestimable.

VIGESIMA TERCERA: (ACEPTACIÓN Y CONFORMIDAD): Ambos comparecientes en las calidades en que actúan y en lo que a cada una de sus representadas concierne, manifiestan su entera conformidad y aceptación con el presente Contrato e instrumento que lo contiene, en todas y cada una de sus cláusulas, extendiendo el mismo en dos ejemplares, uno para cada una de las partes contratantes. Leído lo escrito por los otorgantes y bien enterados de su contenido, validez, objeto y efectos legales, lo ratifican, aceptan y firman, un original para cada parte, en la ciudad de San José el quince de julio de dos mil dos.

Por Airpak de Costa Rica S.A.

Lic. Gustavo A. Reyes A.

Por INVERSIONES COMERCIALES HERYCA S.A.

Sr. Oscar Rivera Garita

Lic. Luis Lacayo

ANEXO PRIMERO A CONTRATO PRIVADO DE FRANQUICIA NO EXCLUSIVA

1- Como única remuneración por los servicios a que se refiere este contrato, **AIRPAK** pagará a LA **SUBCONCESIONARIA** una comisión del 10%. Dicho porcentaje de comisión se aplicará a la tarifa que se cobra en cada remesa enviada y/o pagada.

2-El pago será dentro de los ocho primeros días hábiles de cada mes en colones costarricenses contra entrega de una factura original debidamente timbrada.

Por Airpak de Costa Rica S.A.

Lic. Gustavo A. Reyes A.

Por INVERSIONES COMERCIALES HERYCA S.A.

Sr. Oscar Rivera Garita

Lic. Luis Lacayo

ANEXO SEGUNDO A CONTRATO PRIVADO DE FRANQUICIA NO EXCLUSIVA

De conformidad con lo dispuesto por la cláusula segunda del contrato LA SUBCONCESIONARIA expresamente se obliga a ejercer la representación y a prestar los servicios de pagos y envíos de remesas de dinero en su oficina ubicada en la localidad y dentro de los horarios que se indican a continuación:

1-SAN JOSE, sector de El Paseo Colón, del Restaurante Subway, 100 metros sur, 50 oeste. Edificio Casa Canadá, Anexo 1, oficinas 7,8 y 9. El horario de atención será de 9 a.m. a 9 p.m.

Por Airpak de Costa Rica S.A.

Lic. Gustavo A. Reyes A.

Por INVERSIONES COMERCIALES HERYCA S.A.

Sr. Oscar Rivera Garita

Lic. Luis Lacayo

REPUBLICA DE COSTA RICA
PODER JUDICIAL
DIRECCION NACIONAL DE NOTARIADO

LICDA. ALICIA BOGARIN PARRA. Directora Nacional de Notariado del Poder Judicial, en ejercicio de las facultades que le otorga el Código Notarial y el acuerdo tomado por la Corte Plena en la sesión celebrada el 2 de noviembre de 1998, artículo IX, **HACE CONSTAR:** Que es auténtica la anterior firma del (de la) Notario (a) Público (a) Licenciado (a) **LAURA CARVAJAL RAMIREZ,** quien en la actualidad se allá en ejercicio de sus funciones. Esta razón no implica juicio alguno en cuanto a la forma y contenido del documento. **********

ES CONFORME, San José, a los veintitrés días del mes de enero de dos mil tres. Se agregan y cancelan los timbres de ley.**********

PODER JUDICIAL *** DIRECCION NACIONAL DE NOTARIADO *** COSTA RICA

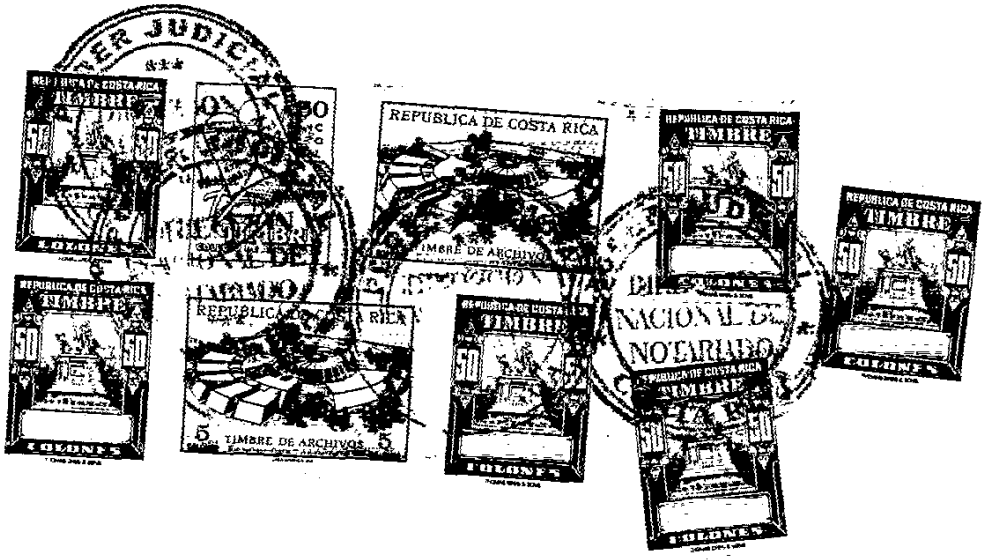
LAURA CARVAJAL RAMIREZ
NOTARIO PUBLICO
CARNE: 6599
CERTIFICA:

FILED
03 MAR 11

QUE LAS ANTERIORES DOCE FOTOCOPIAS QUE IDENTIFICO CON MI SELLO Y FIRMA SON COPIA FIEL Y EXACTA DE SU ORIGINAL QUE TUVE A LA VISTA PARA CERTIFICAR. DADA EN SAN JOSE, COSTA RICA EL DIA VEINTIUNO DE ENERO DEL DOS MIL TRES.

[redacted]

RAZON NOTARIAL: La suscrita Notario hace constar que el presente documento tiene como destino final el Estado de Florida, Estados Unidos de América. San José, 21 de enero del 2003.



REPÚBLICA DE COSTA RICA
CORTE SUPREMA DE JUSTICIA
SECRETARÍA GENERAL

FILED
03 MAR 11

RICARDO MONGE BOLAÑOS, Secretario General interino de la Corte Suprema de Justicia, en ejercicio de las facultades que le otorga el artículo 141 de la Ley Orgánica del Poder Judicial, **HACE CONSTAR**: Que es auténtica la firma anterior de la Licenciada **ALICIA BOGARÍN PARRA**, Directora Nacional de Notariado, quien en la actualidad se halla en ejercicio del cargo. Esta razón no implica juicio alguno en cuanto a la forma y contenido del documento.-------

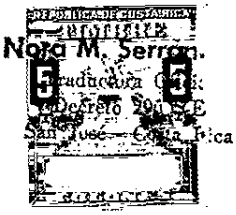
ES CONFORME: San José, veintitrés de enero del dos mil tres. Se agregan y cancelan los timbres de ley.--

REPÚBLICA DE COSTA RICA
CORTE SUPREMA DE JUSTICIA
SECRETARÍA GENERAL

FILED
03 MAR 11 A

RICARDO MONGE BOLAÑOS, Secretario General interino de la Corte Suprema de Justicia, en ejercicio de las facultades que le otorga el artículo 141 de la Ley Orgánica del Poder Judicial, **HACE CONSTAR**: Que es auténtica la firma anterior de la Licenciada **ALICIA BOGARÍN PARRA**, Directora Nacional de Notariado, quien en la actualidad se halla en ejercicio del cargo. Esta razón no implica juicio alguno en cuanto a la forma y contenido del documento.-------

ES CONFORME: San José, veintitrés de enero del dos mil tres. Se agregan y cancelan los timbres de ley.--



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

PRIVATE CONTRACT OF NONEXCLUSIVE TAX EXEMPTION

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 Adolph 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 INVERSIONES COMERCIALES HERYCA S.A. legal certificate three-hundred one-one nine, nine four nine two, represented in this act by their Manager with Power of Attorney without limit of sum, Mr. Oscar Rivera Garita, legal age, married once, Manager, neighbor of Guadalupe, certificate nine-zero eighty and two-hundred 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 INVERSIONES COMERCIALES HERYCA, 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 INVERSIONES COMERCIALES HERYCA, 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-CONCESSONARY 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 WETERN UNION. Therefore, THE SUB-CONCESSIOANRY 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-CONCESIONARY, 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 ARPAK 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-CONCESIONARY will not make nothing in prejudice with the WESTERN UNION and AIRPAK property related with said securities and rights and will do all possible o protect them against usurpation and damages.

FIFTH (LOCATIONS AND SCHEDULES: For the services, THE SUB-CONCESSIONAY 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-CONCESIONARY 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 July 15, two thousand two and will be ended on July 15, two thousand three, 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-

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-CONCCESARY 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.

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.

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.

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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 UB-CONCESSIONARY, or in case that were intervened, or its properties seizure.

15.5 By termination of any cause of the Contract subscribed between AIPRPAK 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 AUB-CONCESIONARY 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-COONCESSIONARY 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 necessaries 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

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 are 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, Barrio Don Bosco of the Funeraria del Recuerdo one hundred twenty-five meters to the west.

TWENTY- FIRST (GUARANTEE): THE SUB-CONCESSIONARY has given to AIRPAK a certificate of deposit on credit month term as of first of July of 2002 like guarantee No. 400-02-080-062649-2 extended by the Banco Nacional by the sum of twenty-five thousand dollars without 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 fifteen of July of two thousands two.

By Airpak de Costa.rica S.A..

By INVERSIONES COMERCIALES HERYCA 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 colons with an original invoice properly stamped.

BY AIRPAK DE COSTA RICA BY INVERIONE COMERCIALES HERYCA, 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-.SAN JOSE, Paseo Colon, from the Restaurant Subway, 100 meters South, 50 the west. Building House Canada, Annex 1, offices 7, 8 and 9. The attention schedule will be of 9 a.m. to 9 p.m.

BY AIRPAK DE COSTA RICA BY INVERSIONES COMERCIALES HERYCA, S.

REPUBLIC OF COSTA RICA
SUPREME COURT OF JUSTICE
GENERAL SECRETARIAT

RICARDO MONGE BOLANOS, General Secretary (a.i.) of the Supreme Court of Justice, in exercise of the faculties granted by Article 141 of the Organic Law of the Judicial Branch, HEREBY CERTIFIES: that the signature of ALICIA BOGARIN PARRA, Attorney at Law, Director of the National Notary, whom at present is in exercise of her duties.*********

IT IS AGREED: San Jose on January twenty-three, two thousand three. Lawful stamps are added and cancelled.
Signature: Illegible

REPUBLIC OF COSTA RICA
Ministry of Foreign Affairs and Worship. Hereby certifies that the Signature of the foregoing Document of Ricardo Monge Bolanos, Supreme Court of Justice Is authentic. Given in San Jose on February, 2003.
Signed by: Hannia Porras Garcia
Seal: Ministry of Foreign Affairs and Worship.

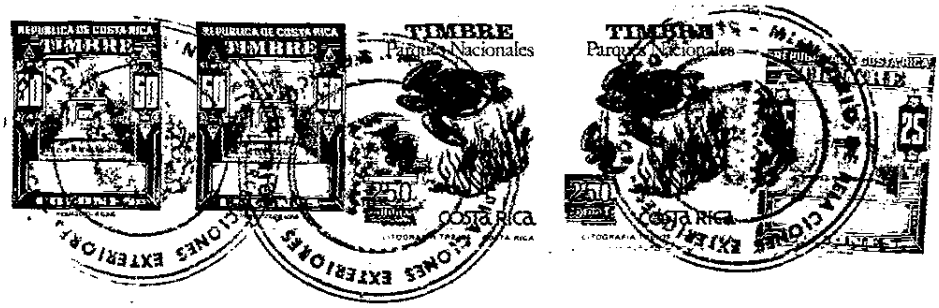
IT IS AGREED: San Jose on January wenty-three, two thousand three. Lawful stamps are added and cancelled. Seal Judicial Branch.

REPUBLIC OF COSTA RICA
JUDICIAL BRANCH
NATIONAL DIRECTION OF NOTARY

ALICIA BOGARIN PARRA, ATTORNEY, NATIONAL DIRECTOR NOTARY OF THE JUDICIAL BRANCH, IN EXERCISE OF ITS FACULTIES GRANTED BY THE NOTARY CODE AND THE AGREMENT TAKEN BY THE COURT IN A MEETING HELD ON NOVEMBER SECOND, 1998, ARTICLE IX, HEREBY CERTIFIES THAT: THE SIGNATURE OF LAURA CARVAJAL RAMIREZ NOTARY PUBLIC IS AUTHENTIC, WHOM AT PRESENT IS IN EXERCISE OF HIS DUTIES.**********

IT IS AGREED: San Jose on January twenty-three, two thousand three. Lawful stamps are added and cancelled. Seal Judicial Branch.

Signature: Illegible



REPUBLICA DE COSTA RICA

MINISTERIO DE RELACIONES EXTERIORES Y CULTO

La firma que antecede del señor

Dona Serrano

Traductora Oficial

ES AUTENTICA

San José, 12 FEB. 2003

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

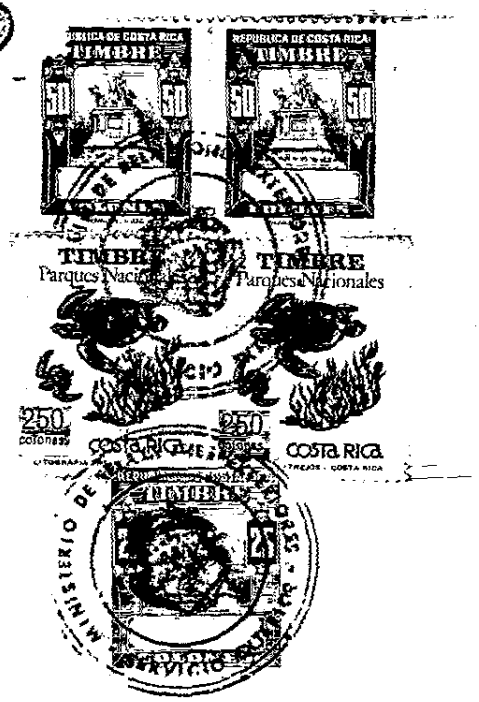
Yannia Porras García

Oficial de Autenticaciones

Document 3

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 FEBRUARY 6TH, 2002. LAWFUL STAMPS ARE ADDED AND CANCELLED Note: correct date on Certification is February 6th, 2003.-

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, 17 FEB. 2003

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

Roberto A. Sancho Quesada

Oficial de Autenticaciones

Document 2

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 FEBRUARY 17TH, 2003. LAWFUL STAMPS ARE ADDED AND CANCELLED

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

REPUBLIC OF COSTA RICA
SUPREME COURT OF JUSTICE
GENERAL SECRETARIAT

SILVIA NAVARRO ROMANINI, General Secretary of the Supreme Court of Justice, in excercise of the faculties granted by article 141 of the Organic Law of the Judicial Branch, HEREBY CERTIFIES: That the signature of ALICIA BOGARIN PARRA, Attorney at Law, Director of the National Notary, whom at present is in excercise of her duties.

IT IS AGREED: San José, Febreuary fourteenth, two thousand three lawful stamps are added and cancelled.

SIGNATURE: Illegible.

REPUBLIC OF COSTA RICA

Ministry of Foreign Affairs and Worship. Hereby certifies that the signature of the foregoing Document of Silvia Navarro Romanini, Supreme Court of Justice, IS AUTHENTIC. Given in San José, February 17th, 2003.
Signed by: Hannia Porras García
Seal: Ministry of Foreign Affairs and Worship

REPUBLIC OF COSTA RIC A
JUDICIAL BRANCH
NATIONAL DIRECTION OF NOTARY

ALICIA BOGARIN PARRA, ATTORNEY AT LAW, NATIONAL NOTARY DIRECTOR OF THE JUDICIAL BRANCH, IN EXCERCISE OF ITS FACULTIES GRANTED BY THE NOTARY CODE AND THE AGREEMENT TAKEN BY THE COURT IN A MEETING HELD ON NOVEMBER SECOND, 1998, ARTICLE IX, HEREBY CERTIFIES THAT: THE SIGNATURE OF LAURA CARVAJAL RAMIREZ, NOTARY PUBLIC IS AUTHENTIC, WHOM AT PRESENT IS IN EXCERCISE OF HER DUTIES.**********

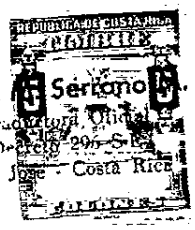
IT IS AGREED: San José, February fourteenth, two thousand and three. Lawful stamps are added and cancelled. Seal Judicial Branch.

SIGNATURE: Illegible.

LAURA CARVAJAL RAMIREZ, NOTARY PUBLIC, with offices in San José, COSTA RICA, HEREBY CERTIFIES: That in the Mercantile Section of the Public Registry, at Books: nine hundred and ninety five and one thousand five hundred and eighty, Pages: one hundred and thirty one and two hundred sixty three, Entries: one hundred ninety four and two hundred sixty one that READS: that Mr EUGENIO MONGE MONTEALEGRE, legal age, married once, Master in Bussiness Administration, neighbor of Escazu, I.D. Card Number: one-four hundred fifty eight-zero zero nine, is PRESIDENT, of the Board of Directors, and Mr. OSCAR RIVERA GARITA, legal age, married once, Entrepreneur, neighbor of Guadalupe, ID Card Number: nine-zero eighty two-one hundred and twenty, is SECRETARY of the Board of Directors, both with Power of Attorney without limitation of sum of INVERSIONES COMERCIALES HERYCA S.A., Legal I.D. Card Number: three-one hundred and one-one nine nine four nine two. Both able to act together, or separately, grant powers and make substitutions without lose their powers. Said legal instrument is in force up to date. In witness whereof the present document is extended in SAN JOSE, COSTA RICA, AT EIGHT HOURS ON FEBRUARY TWELVETH, TWO THOUSAND AND THREE. Lawful stamps are added and cancelled. I the Notary, hereby certify that this document is destined to the State of Florida, United States of America.

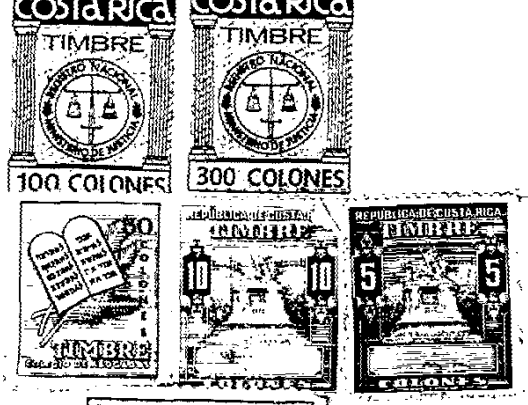
Signed by: LAURA CARVAJAL RAMIREZ, Notary Public.

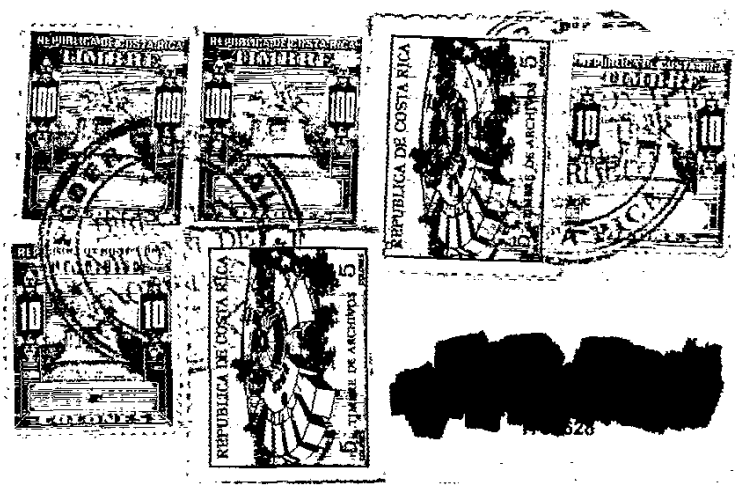
Seal: Lic. Laura Carvajal Ramírez
Attorney and Notary Public
Number 6599



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

LAURA CARVAJAL RAMIREZ NOTARIO PUBLICO con oficina abierta en San José COSTA RICA, CERTIFICA: Con vista en la Sección Mercantil del Registro Público, a los Tomos novecientos noventa y cinco y mil quinientos ochenta, Folios ciento treinta y uno y doscientos sesenta y tres, se encuentran los Asientos ciento noventa y cuatro y doscientos sesenta y uno, que en lo conducente dice: que los señores *EUGENIO MONGE MONTEALEGRE*, mayor, casado una vez, máster en administración de empresas, vecino de Escazú, cédula uno-cuatrocientos cincuenta y ocho-cero cero nueve es PRESIDENTE de la Junta Directiva y *OSCAR RIVERA GARITA*, mayor, casado una vez, empresario, vecino de Guadalupe, cédula nueve-cero ochenta y dos-ciento veinte; es SECRETARIO de la Junta Directiva, ambos con facultades de apoderados generalísimos sin límite de suma; de la compañía de esta plaza denominada **INVERSIONES COMERCIALES HERYCA S.A.**, cédula de persona jurídica número tres-ciento uno- uno nueve nueve cuatro nueve dos. Ambos apoderados pudiendo actuar conjunta o separadamente, otorgar poderes, y hacer sustituciones sin perder por ello su mandato. Dicha personería jurídica se encuentra vigente al día de hoy. Se extiende en lo conducente dando fe de que lo omitido no altera, condiciona, restringe o modifica lo aquí certificado. SE EXTIENDE LA PRESENTE EN SAN JOSE, COSTA RICA, A LAS OCHO HORAS DEL DIA DOCE DE FEBRERO DEL DOS MIL TRES. Se agregan y cancelan los timbres de ley. La suscrita Notario hace constar que el presente documento tiene como destino final el Estado de Florida, Estados Unidos de América.-





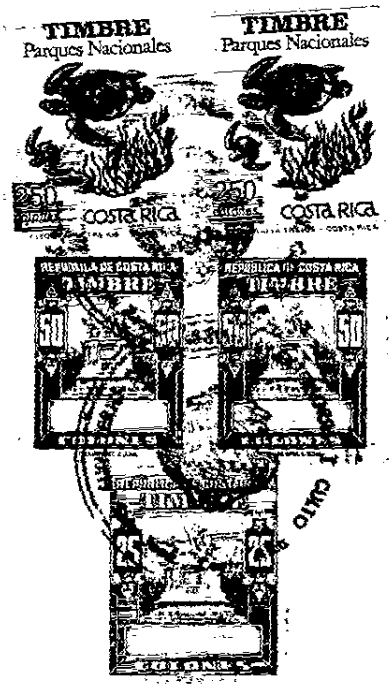
REPUBLICA DE COSTA RICA
PODER JUDICIAL
DIRECCION NACIONAL DE NOTARIADO

LICDA. ALICIA BOGARIN PARRA. Directora Nacional de Notariado del Poder Judicial, en ejercicio de las facultades que le otorga el Código Notarial y el acuerdo tomado por la Corte Plena en la sesión celebrada el 2 de noviembre de 1998, artículo IX, **HACE CONSTAR:** Que es auténtica la anterior firma del (de la) Notario (a) Público (a) Licenciado (a) **LAURA CARVAJAL RAMIREZ,** quien en la actualidad se halla en ejercicio de sus funciones. Esta razón no implica juicio alguno en cuanto a la forma y contenido del documento. **********

ES CONFORME, San José, a los catorce días del mes de febrero de dos mil tres. Se agregan y cancelan los timbres de ley.**********

PODER JUDICIAL
DIRECCION NACIONAL DE NOTARIADO
COSTA RICA

[redacted]



REPUBLICA DE COSTA RICA

MINISTERIO DE RELACIONES EXTERIORES Y CULTO

La firma que antecede del señor

Silvia Navarro Romanini

Corte Suprema Justicia

ES AUTÉNTICA

San José, 17 FEB 2003 de ...

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

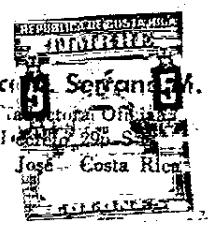
Hannia Porras García

Oficial de Autenticaciones

REPÚBLICA DE COSTA RICA
CORTE SUPREMA DE JUSTICIA
SECRETARÍA GENERAL

SILVIA NAVARRO ROMANINI, Secretaria General de la Corte Suprema de Justicia, en ejercicio de las facultades que le otorga el artículo 141 de la Ley Orgánica del Poder Judicial, **HACE CONSTAR**: Que es auténtica la firma anterior de la Licenciada **ALICIA BOGARÍN PARRA**, Directora Nacional de Notariado, quien en la actualidad se halla en ejercicio del cargo. Esta razón no implica juicio alguno en cuanto a la forma y contenido del documento.-------

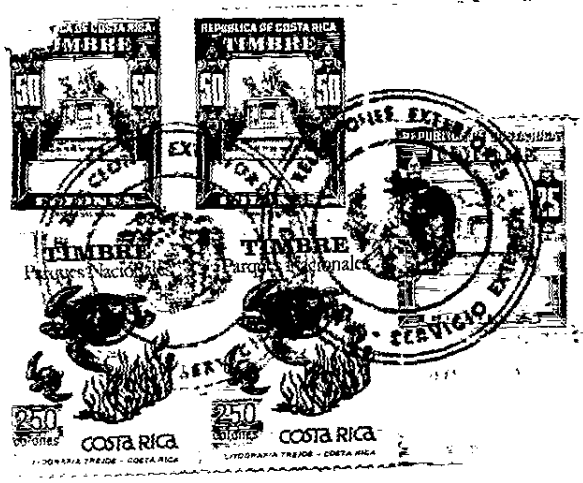
ES CONFORME: San José, catorce de febrero del dos mil tres. Se agregan y cancelan los timbres de ley.--



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

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 FEBRUARY 17TH, 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

Nora Serrano

Traductora Oficial

ES AUTENTICA

San Jose, 17 FEB. 2003

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

Roberto A. Sancho Quesada
Oficial de Autenticaciones

Document 1

WARNING: THIS DOCUMENT DOES NOT DEMONSTRATE THE VALIDITY OF THE REGISTRATION OF THE COMPANY.

SEAL: NATIONAL REGISTRY
IDENTIFICATION DEPARTMENT

SAN JOSE COSTA RICA

SIGNATURE
REGISTRANT'S SIGNATURE

SEAL: NATIONAL REGISTRY
REPUBLIC OF COSTA RICA

PUBLIC REGISTRY
COMPANY IDENTIFICATION
NUMBER 3-101-199492

INVERSIONES COMERCIALES HERYCA S.A.

Jul. 07-1997
Date of emission

Feb. 27-2096
expires

****

JUAN CARLOS HERRERA VARGAS AND LAURA CARVAJAL RAMIREZ CONSTITUTE THE ANONIMOUS SOCIETY NAMED INVERSIONES COMRECIALES HERYCA ANONIMOUS SOCIETY. PRESIDEN WITH UNLIMITED POWERS JUAN CARLOS HERRERA VARGAS. DOCUMENT GIVEN AT NINE HOURS OF FEBRUARY TWENTY SEVEN NINETEEN NINETY-SEVEN. NOTARY: VICTOR SANCHEZ CESPEDES SECTION: MERCANTILE.

****

NUMBER FIFTY THREE: In front of me, Victor Sanchez Cespedes, Notary Public with office in this city, appear mister JUAN CARLOS HERRERA VARGAS, of age, divorced once, entrepreneur, neighbor of San Jose, Don Bosco neighborhood, from Funeraria del Recuerdo one hundred twenty five meters west, identification one-six forty-zero four four; and LAURA CARVAJAL RAMIREZ, of age, divorced once, Attorney at Law, neighbor of San Jose, Don Bosco neighborhood, from Funeraria del Recuerdo one hundred twenty five meters west, identification one- seven three two-six two eight and SAY: That they constitute an ANONIMOUS SOCIETY which will be regulated by the following clauses: FIRST: It will be named INVERSIONES COMERCIALES HERYCA ANONIMOUS SOCIETY, which is a fantasy name, being able to abbreviate the last two words to S.A. SECOND: It's legal address will be in San Jose, Don Bosco neighborhood, from Funeraria del Recuerdo one hundred twenty five meters west, being able to open agencies in the whole country and outside. THIRD: Its objective will be industry, tourism, commerce, agriculture, cattle raising, exports and imports or any other lucrative activity. To reach it objects it can acquire all kinds of goods mobile or not, as well as any personal or real rights, rent, pawn, mortgage, sell or in any other way alienate or dispose of it goods and assets in the most ample way. FOURTH: Its capital will be the amount of five thousand colones, represented by ten shares of five hundred colones each, acquiring five partner Juan Carlos Herrera Vargas and five the partner Laura Carvajal Ramirez, and will be signed by the president of the board of directors. The social capital is entirely signed and paid for by two letters of exchange by the partners for an amount of two thousand five hundred each which are properly signed and will remain in my custody to be given to the president of the board of directors once this document is registered. FITH: The social time limit will be of ninety-nine years starting today. SIXTH: Each year starting on September therieth inventories and balances will be performed, in the making of these the value of the assets will be estimated at the days price and doubtful credits by its probable value, not being able to show up any unrecoverable credit. The profits and losses will be distributed proportionally according to the number of shares of each partner and from those yearly profits a five percent will be destined to the formation of a fund until it reaches a twenty percent of the social capital. SEVENTH: The society will be administered by a board of directors of three members: President, Secretary, and Treasurer. The legal and representation corresponds to the president and Secretary being able to act together and separately with plain faculties without limit in the amount. EIGHT: The members of the board of directors are appointed for the entire social time limit. NINETH: The vigilance of the society will be by a fiscal, appointed for the entire time limit of the society and it can be a partner of not, and its acts will be regulated by the commercial code. TENTH: The society will dissolve by any of the clauses in article two hundred one of the Commercial Code. A Liquidator will be appointed by the

shareholders or by the Firs Civil Court Judge of San Jose, with the faculties and obligations indicated in the Law. ELEVENTH: The society will have a resident agent which must be a Lawyer with an office open in the national territory and will be able to receive administrative or legal notifications; he will be in this position for one year starting today, this appointment will be considered to be prolonged for an equal period of time as long as there isn't n the Mercantile Registry, revocation or waiver of it. As far as the responsibility of the Resident Agent this goes only as far as the notification to one of the members of the board of director of the received document, being enough to prove this his word. In this same act the appointment as Resident Agent is made in the person of Victor Sanchez Cespedes, of age, married once, lawyer, neighbor of and with office in San Jose, tenth avenue, between eighteenth and twentieth street identification one-seven eight five- nine two eight, who accepts the appointment and starts his functions. Being the Partners assembled in General Extraordinary Assembly agree to: a) Have as constituted and approved this company as of this date. B) To make the following appointments, PRESIDENT: JUAN CARLOS HERRERA VARGAS, of age, divorced once, entrepreneur, neighbor of San Jose, Don Bosco neighborhood, from Funeraria del Recuerdo one hundred twenty five meters west, identification one-six forty-zero four four, SECRETARY: LAURA CARVAJAL RAMIREZ, of age, divorced once, Attorney at Law, neighbor of San Jose, Don Bosco neighborhood, from Funeraria del Recuerdo one hundred twenty five meters west, identification one- seven three two-six two eight. TRESURER: ANA BARQUERO ROJAS, of age, single, secretary, neighbor of La Uruca three hundred meters north from the brick factory, identification one- eight nine eight-nine two seven; FISCAL KATIA UMANA CABEZAS, mayor, single, Legal Assistant, neighbor of Lourdes de Montes de Oca, in front of the coffee factory, identification one nine hundred twenty- eight seven eight; who accept the appointments and start their functions. I give a first copy of the document. Having read the previous to those present they state their approval and we sign together in San Jose at nine hours of February twenty six nineteen ninety seven- (signatures) Lic. V. Sanchez C. UNDISTINGUISHABLE, UNDISTINGUISHABLE, UNDISTINGUISHABLE, UNDISTINGUISHABLE, **

The previous document is an exact copy of document number fifty-three, visible on page twenty-five of my eleventh Protocol. Compared to the originals is exact and has been given out as a first copy at the moment of drawing the original document.

SIGNATURE SEAL: VICTOR SANCHEZ CESPEDEZ ATTORNEY AT LAW AND NOTARY PUBLIC.

Note: This Notary gives faith that the corresponding announcement was published on March twelfth one thousand and ninety five in the official newspaper LA GACETA. I request for the company Identification to be given for which I give the corresponding stamps.

SIGNATURE SEAL: VICTOR SANCHEZ CESPEDEZ ATTORNEY AT LAW AND NOTARY PUBLIC

PUBLIC REGISTRY

REGISTERED IN MERCANTILE SECTION

BOOK (S) : 995

PAGE (S): 131

ENTRY (IES): 194

COMPANY IDENTIFICATION: 3-101-199492

FEES PAID DATE MAR. 17-1997

SIGNATURE
SIGNATURE OF THE AUTHORIZING PERSON

Legalization of Extraordinary General Assembly Act of Share Holders of Inversiones Comerciales Heryca Anonimous Society. Document given in San Jose at eight hours fifteen minutes of July first two thousand two.

Notary: Victor Sanchez Cespedez. Mercantile Section

Number Seventy Seven: I Victor Sanchez Cespedes, Notary Public with office en this city, properly authorized for this effect, Notarize the General Extraordinary Assembly Act for the Society of this country named INVERSIONES COMERCIALES HERYCA ANONIMOUS SOCIETY, with address in San Jose, with company Identification number three one hundred one, one hundred ninety nine thousand four hundred ninety two, this identification registered in the Mercantile Section of the Public Registry in Book nine hundred ninety five and one thousand four hundred Ninety, pages one hundred thirty one and one hundred twenty six. Entries one hundred ninety four and one hundred fifteen, which literally says: "Act number four Act of General Extraordinary Assembly of shareholders of the society of this country named INVERSIONES COMERCIALES HERYCA ANONIMOUS SOCIETY, celebrated in the company address in San Jose, Don Bosco Neighborhood, from funeraria del Recuerdo one hundred twenty five meters west, at ten hours of July first of two thousand two. Being the totality of the societies capital present and being the totality of the quorum established by law present the procedure for previous call is waived and by a unanimous vote the following agreements are made FIRST: The appointment of President and Secretary of the board of directors are revoked and in their place and for the remainder of the company's time the following individuals are appointed PRESIDENT: EUGENIO MONGE MONTEALEGRE, of age, married once, Master in Business Administration, with residence in Escazu, three hundred north and one hundred west of the crossroads, identification number one-four hundred fifty eight- zero zero nine, AND as SECRETARY : OSCAR RIVERA GARITA, of age, married once, student, with residence in Guadalupe, one hundred North, one hudred and fifty west of the Pilar Jimenez School, identification number nine-zero eighty two-one hundred twenty, who being present in this assembly accept and take full possession of their appointments. SECOND: Notary Public Victor Sanchez Cespedes is commissioned for the legalization of this agreement All the previous agreements were taken unanimously by the present share holders This being all the subjects to be considered, the session is adjourned one hour after its start. (signatures) undistinguishable**, undistinguishable** This Notary gives faith that all the agreements were taken unanimously by the present share holders that the corresponding document has been signed by all the present share holders that the assembly has the appropriate quorum established by law and that the agreements are final. Also gives faith that the document has been drawn in the corresponding book which was legalized in entry number five zero four one-ninety eight on may twenty first nineteen ninety eight before the General Tax Direction. I give a first copy of the document which when compared to the originals were exact and sign in San Jose at eight hours fifteen minutes of July first Two thousand and two. (signature) Lic. Victor Sanchez C. ----------

The previous document is an exact copy of document number seventy seven which Can be seen in page thirty six of my seventieth protocol. Compared to the originals is exact and has been given out as a first copy at the moment of drawing the original document.

PUBLIC REGISTRY

REGISTERED IN MERCANTILE SECTION

BOOK : 1580

PAGE : 263

ENTRY : 261

j.a.v. 05-7-2002

AUTHORIZED SIGNATURE

REPUBLIC OF COSTA RIC A
JUDICIAL BRANCH
NATIONAL DIRECTION OF NOTARY

ALICIA BOGARIN PARRA, ATTORNEY AT LAW, NATIONAL NOTARY DIRECTOR OF THE JUDICIAL BRANCH, IN EXCERCISE OF ITS FACULTIES GRANTED BY THE NOTARY CODE AND THE AGREEMENT TAKEN BY THE COURT IN A MEETING HELD ON NOVEMBER SECOND, 1998, ARTICLE IX, HEREBY CERTIFIES THAT: THE SIGNATURE OF LAURA CARVAJAL RAMIREZ, NOTARY PUBLIC IS AUTHENTIC, WHOM AT PRESENT IS IN EXCERCISE OF HER DUTIES.**********

IT IS AGREED: San José, February fourteenth, two thousand and three. Lawful stamps are added and cancelled. Seal Judicial Branch.

SIGNATURE: Illegible.

REPUBLIC OF COSTA RICA
SUPREME COURT OF JUSTICE
GENERAL SECRETARIAT

SILVIA NAVARRO ROMANINI, General Secretary of the Supreme Court of Justice, in excercise of the faculties granted by article 141 of the Organic Law of the Judicial Branch, HEREBY CERTIFIES: That the signature of ALICIA BOGARIN PARRA, Attorney at Law, Director of the National Notary, whom at present is in excercise of her duties.

IT IS AGREED: San José, Febreuary fourteenth, two thousand three lawful stamps are added and cancelled.

SIGNATURE: Illegible.

REPUBLIC OF COSTA RICA

Ministry of Foreign Affairs and Worship. Hereby certifies that the signature of the foregoing Document of Silvia Navarro Romanini, Supreme Court of Justice, IS AUTHENTIC. Given in San José, February 17th, 2003.
Signed by: Hannia Porras García
Seal: Ministry of Foreign Affairs and Worship

REPÚBLICA DE COSTA RICA
CORTE SUPREMA DE JUSTICIA
SECRETARÍA GENERAL

SILVIA NAVARRO ROMANINI, Secretaria General de la Corte Suprema de Justicia, en ejercicio de las facultades que le otorga el artículo 141 de la Ley Orgánica del Poder Judicial, **HACE CONSTAR**: Que es auténtica la firma anterior de la Licenciada **ALICIA BOGARÍN PARRA,** Directora Nacional de Notariado, quien en la actualidad se halla en ejercicio del cargo. Esta razón no implica juicio alguno en cuanto a la forma y contenido del documento.-------

ES CONFORME: San José, catorce de febrero del dos mil tres. Se agregan y cancelan los timbres de ley.--

REPÚBLICA DE COSTA RICA

MINISTERIO DE RELACIONES EXTERIORES Y CULTO

La firma que antecede del señor

Silvia Navarro Romanini

Corte Suprema Justicia

ES AUTENTICA

San José, 17 FEB 2003 de ...

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

Hannia Porras García

Oficial de Autenticaciones

MINISTERIO DE RELACIONES EXTERIORES
San José, Costa Rica

REGISTRO PUBLICO

CEDULA DE PERSONA JURIDICA

NUMERO	3-101-199492

INVERSIONES COMERCIALES HERYCA S A

07-JUL-1997 — ENTIDA

27-FEB-2096 — VENCE

57

REGISTRO NACIONAL

* CEDULACION *

ADVERTENCIA: ESTE DOCUMENTO NO DEMUESTRA LA VIGENCIA DE LA PERSONERIA NI DE LA INSCRIPCION DE LA ENTIDAD.

FIRMA DEL REGISTRADOR

Escrito notario da fe que la presente fotocopia es copia fiel y exacta de su original

San José, 12 FEB. 2003

Favor no Rayar

SELLO DEL REGISTRO NOTARIO

CEDULA Nº 1-785-928

Nombre: Laura Carvajal Ramírez
No. de Cédula: 1-732-628
Firma:

****

JUAN CARLOS HERRERA VARGAS Y LAURA CARVAJAL RAMIREZ. CONSTITUYEN LA SOCIEDAD ANONIMA DENOMINADA INVERSIONES COMERCIALES HERYCA SOCIEDAD ANONIMA. PRESIDENTE CON LAS FACULTADES DE APODERADO GENERALIIMO SIN LIMITE DE SUMA JUAN CARLOS HERRERA VARGAS. ESCRITURA OTORGADA EN SAN JOSE A LAS NUEVE HORAS DEL VEINTISIETE DE FEBRERO DE MIL NOVECIENTOS NOVENTA Y SIETE.

NOTARIO: VICTOR SANCHEZ CESPEDES. SECCION: MERCANTIL.

****

NUMERO CINCUENTA Y TRES: Ante mí, Víctor Sánchez Céspedes, Notario Público con oficina en esta ciudad comparecen los señores JUAN CARLOS HERRERA VARGAS, mayor, divorciado una vez, comerciante, vecino de San José, Barrio Don Bosco de la Funeraria del Recuerdo ciento veinticinco metros al oeste, cédula uno-seis cuarenta-cero cuatro cuatro; Y LAURA CARVAJAL RAMIREZ, mayor, divorciada una vez, abogado, vecina de Barrio Don Bosco de la Funeraria del Recuerdo ciento veinticinco metros al oeste, cédula uno-siete tres dos-seis dos ocho; Y DICEN: Que constituyen una SOCIEDAD ANONIMA que se regirá por las siguientes cláusulas: PRIMERA: Se denominará INVERSIONES COMERCIALES HERYCA SOCIEDAD ANONIMA, que es nombre de fantasía, pudiendo abreviarse su aditamento S.A.,. SEGUNDA: Su domicilio social será en San José, Barrio Don Bosco de la Funeraria del Recuerdo ciento veinticinco metros al oeste, pudiendo abrir agencias, oficinas y sucursales en todo el territorio nacional y fuera de él. TERCERA: Su objeto será la industria, el turismo, el comercio, la agricultura, ganadería, exportación e importación y cualquier otra actividad lucrativa. Para alcanzar sus fines podrá adquirir toda clase de bienes muebles o

Grupo 6 (Mercantil)
Registrador 46

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San José, 12 FEB. 2003

sociedad estará a cargo de un fiscal, nombrado por todo el plazo social, pudiendo ser o no socio y sus actuaciones se regirán por el Código de Comercio. DECIMA: La sociedad se disolverá por cualquiera de las cláusulas que indica el artículo doscientos uno del Código de Comercio. Se procederá al nombramiento de un liquidador de común acuerdo por los socios y en su defecto será nombrado por el Juez Primero Civil de San José, con las facultades y obligaciones que indica la ley. UNDECIMA: La sociedad tendrá un agente residente quien deberá ser abogado con oficina abierta en el territorio nacional y estará facultado para atender notificaciones judiciales y administrativas; durará en su cargo un año a partir de hoy, dicho nombramiento se considerará prorrogado por un período igual en tanto no conste en el Registro Mercantil, revocatoria o renuncia de ese nombramiento, en cuanto a la responsabilidad del agente residente, esta se extingue con la comunicación de la notificación recibida a cualquiera de los miembros de la Junta Directiva, bastando su solo dicho para tenerla por cierta. En este mismo acto se nombra como agente residente a Víctor Sánchez Céspedes, mayor, casado una vez, abogado, vecino y con oficina abierta en San José, avenida diez, entre calles dieciocho y veinte, cédula uno-siete ocho cinco-nueve dos ocho, quien acepta el cargo y entra en posesión del mismo. Constituídos los socios en Asamblea General Extraordinaria acuerdan en firme: a) Tener por constituída y aprobada la constitución a partir de esta fecha. B) Hacer los siguientes nombramientos, PRESIDENTE: JUAN CARLOS HERRERA VARGAS, mayor, divorciado una vez, comerciante, vecino de San José, Barrio Don Bosco de la Funeraria del Recuerdo ciento veinticinco metros al oeste, cédula uno-seis cuarenta-cero cuatro cuatro; SECRETARIA: LAURA CARVAJAL

RAMIREZ, mayor, divorciada una vez, abogado, vecina de San José, Barrio Don Bosco de la Funeraria del Recuerdo ciento veinticinco metros al oeste, cédula uno-siete tres dos-seis dos ocho; TESORERO: ANA BARQUERO ROJAS, mayor, soltera, secretaria, vecina de La Uruca trescientos metros norte de la Ladrillera, cédula uno-ocho nueve ocho-nueve dos siete; FISCAL: KATIA UMAÑA CABEZAS, mayor, soltera, asistente legal, vecina de Lourdes de Montes de Oca, frente al Beneficio de Café, cédula uno-novecientos veinte-ocho siete ocho; quienes aceptan los cargos y entran en posesión de los mismos. Expido un primer testimonio. Leído lo escrito a los comparecientes, resulta conforme, manifiestan que lo aprueban y firmamos juntos en San José a las nueve horas del veintisiete de febrero de mil novecientos noventa y siete.- (FS) LIC. V. SANCHEZ C.- ILEGIBLE.-ILEGIBLE-ILEGIBLE.-ILEGIBLE.-ILEGIBLE********** Lo anterior es copia fiel y exacta de la escritura original número cincuenta y tres, visible al folio veinticinco frente del tomo once de mi protocolo, que confrontada que fue con su original resultó conforme y lo expido como un primer testimonio en el momento de firmarse la matriz.

Lic. Víctor Sánchez Cespedes
ABOGADO
Y
NOTARIO
* * * *

Nota: El suscrito Notario da fé de que el edicto de ley fue publicado el día DOCE de marzo de mil novecientos noventa y cinco en el período La Gaceta. Ruego expedir la CEDULA JURIDICA para lo cual aporto los Timbres de Ley.**********

Lic. Víctor Sánchez Cespedes
ABOGADO
Y
NOTARIO
* * * *

NOMBRE D
NUMERO D
FECHA DE
NUMERO D
ORIGINAL

COLONES

NOMBRE D
NUMERO D
FECHA DE
NUMERO D
ORIGINAL

COLONES

CODIGO

1

REGISTRO PUBLICO

INSCRITO EN LA SECCION MERCANTIL

TOMO (S): 995

FOLIO (S): 131

ASIENTO (S): 194

CEDULA JURIDICA: 3-101-199492

Dros. PAGADOS. Fecha: 17-MAR-1997.

Firma del Funcionario que autoriza.

S.U.C.

El suscrito notario da fe que la presente fotocopia es copia fiel y exacta de su original

San José, 12 FEB. 2003

NOTARIO

SELLO DEL NOTARIO

Favor no Rayar

Apt. 1126

CEDULA No. 1-385-428

3-101-199492

T 506 A=15861
F 02-07-2002
H 12:34:34

PROTOCOLIZACION DE ACTA DE LA ASAMBLEA GENERAL EXTRAORDINARIA DE ACCIONISTAS DE INVERSIONES COMERCIALES HERYCA SOCIEDAD ANONIMA. ESCRITURA OTORGADA EN SAN JOSE A LAS OCHO HORAS Y QUINCE MINUTOS DEL PRIMERO DE JULIO DEL DOS MIL DOS.

NOTARIO: Víctor Sánchez Céspedes ----SECCION MERCANTIL

Número SESENTA Y SIETE: Yo, Víctor Sánchez Céspedes, Notario público con oficina en esta ciudad debidamente autorizado para tal efecto protocolizo Acta de Asamblea General Extraordinaria de la Sociedad de esta plaza denominada INVERSIONES COMERCIALES HERYCA SOCIEDAD ANONIMA, domiciliada en San José, con cédula de persona jurídica número tres-ciento uno-ciento noventa y nueve mil cuatrocientos noventa y dos, personería inscrita en la Sección Mercantil del Registro Público, a los tomos novecientos noventa y cinco y mil cuatrocientos noventa, Folios: ciento treinta y uno y ciento veintiséis, Asientos: ciento noventa y cuatro y ciento quince; que literalmente dice: "Acta número uno: Acta de Asamblea General Extraordinaria de accionistas de la sociedad de esta plaza denominada INVERSIONES COMERCIALES HERYCA SOCIEDAD ANONIMA, celebrada en el domicilio social Sito en San José, Barrio Don Bosco, de la Funeraria del Recuerdo ciento veinticinco metros al oeste, a las diez horas del primero de junio del dos mil dos. Por estar presente la totalidad del capital social y contando con el quórum establecido por ley se prescinde del trámite de convocatoria previa y por unanimidad de votos se toman los siguiente acuerdos y se declaran firmes y definitivos: PRIMERO: Se revocan los nombramientos de Presidente y Secretario de la Junta Directiva, y en su lugar y por el resto del plazo social se nombran a las siguientes personas: PRESIDENTE: EUGENIO MONGE MONTEALEGRE, mayor, casado una vez, máster en administración de empresas, vecino de Escazú, trescientos norte y cien oeste del Cruce, cédula uno-cuatrocientos cincuenta y ocho-cero cero nueve, Y en el cargo de SECRETARIO se nombra a: Oscar Rivera Garita, mayor, casado una vez, estudiante, vecino de Guadalupe, cien Norte y ciento cincuenta oeste de la Escuela Pilar Jiménez, cédula nueve-cero ochenta y dos-ciento veinte, quienes estando presente en este acto aceptan de conformidad y entran en posesión de sus cargos. SEGUNDO: Se comisiona al Notario Público Víctor Sánchez Céspedes para la protocolización de los presentes acuerdos. Todos los acuerdos anteriores fueron tomados por unanimidad de votos de todos los presentes. No habiendo más asuntos que tratar, se levanta la sesión una hora después de iniciada.(fs)** llegible** llegible*** El suscrito Notario da fe de que los acuerdos fueron tomados por unanimidad de votos de los accionistas, que el acta correspondiente se encuentra debidamente firmada por todos los presentes, que la Asamblea contó con el quórum establecido por ley y que los presentes acuerdos quedaron en firme. Asimismo da fe de que el acta se encuentra debidamente asentada en el libro correspondiente, que fuera legalizado en asiento número cinco cero cuatro uno-noventa y ocho, del veintiuno de mayo de mil novecientos noventa y ocho, ante la Dirección General de Tributación Directa. Extiendo un primer testimonio, confrontadas la piezas preinsertas con sus originales resultaron conformes y firmo en San José a las ocho horas y quince minutos del primero de julio del dos mil dos. (fs) LIC. V. SANCHEZ C.

Registro Mercantil
Registrador 535

Lo anterior es copia fiel de la escritura número sesenta y siete, visible al folio treinta y seis frente del tomo sesenta de mi protocolo. Confrontada con su original resultó conforme y la expido como un primer testimonio al momento de otorgarse la matriz.

El suscrito notario da fe que la presente fotocopia es copia fiel y exacta de su original

San José, 12 FEB. 2003

Registro Mercantil
Registrador 535

Apt. 1126

RAZON NOTARIAL: El suscrito Notario hace constar con vista en la matriz respectiva y el libro de actas que el acta que mediante este acto se protocoliza es la NUMERO CUATRO y no como se consigno erróneamente en el presente testimonio. Favor hacer las correcciones pertinentes. San José, 1 de julio del 2002.-

[redacted]

Nombre: Gerardo Carrasco Aguilar
No. de Cédula: 1-0912335
Firma: Gerardo Carrasco A.

SELLO CAJERO

02/07/2002 BANCO DE COSTA RICA 12:28:41

*** TASACION ELECTRONICA ***

933 REGISTRO NACIONAL

NUMERO ENTERO: 0702207

TIMBRE REGISTRO NAL	8,285.00
TIMBRE DE EDUCACION	750.00
TIMBRE FISCAL	125.00
TIMBRE ARCHIVO NACIONAL	20.00
TIMBRE COLEGIO DE AB	50.00

506
15861

SUB-TOTAL	******9,230.00
DESCUENTO	*******553.80
TOTAL COLONES	******8,676.20

IMPUESTO D.G.T.D. **********.**

TASACION	02104933-5
REGISTRO	MERCANTIL Y PERSONAS
ACTO	REF AL PACTO SOC TRANS FU
MONTO TASADO	**********.01
DESCRIPCION	
BOLETA	843776
FINCA/MOTOR	
FECHA	02/07/2002

BANCO DE COSTA RICA

[redacted]

REGISTRO NACIONAL
SAN JOSE, COSTA RICA

El suscrito notario da fe que la presente fotocopia es copia fiel y exacta de su original

San José, 12 FEB. 2003

REGISTRO DE PERSONAS JURIDICAS

INSCRITO EN LA SECCION MERCANTIL

TOMO: 1580

FOLIO: 263

ASIENTO: 261

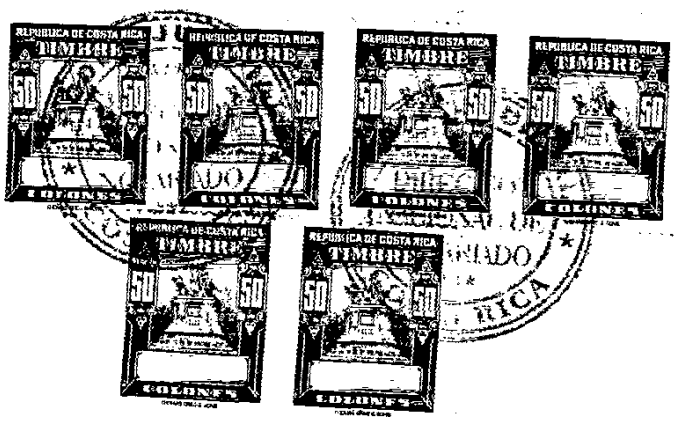
j.a.v. 05-7-2002.

REGISTRADOR AUTORIZANTE

BCH BANCO DE COSTA RICA
OFICINA EN EL REGISTRO NACIONAL

LAURA CARVAJAL RAMIREZ
NOTARIO PUBLICO
CARNE: 6599
CERTIFICA:

QUE LAS ANTERIORES FOTOCOPIAS QUE IDENTIFICO CON MI SELLO Y FIRMA SON COPIA FIEL Y EXACTA DE SUS ORIGINALES QUE TUVE A LA VISTA PARA CERTIFICAR. DADA EN SAN JOSE, COSTA RICA EL DIA DOCE DE FEBRERO DEL DOS MIL TRES. SE AGREGAN Y CANCELAN LOS TIMBRES DE LEY. LA SUSCRITA NOTARIO HACE CONSTAR QUE EL PRESENTE DOCUMENTO TIENE COMO DESTINO FINAL EL ESTADO DE FLORIDA, ESTADOS UNIDOS DE AMERICA.



[redacted]

REPUBLICA DE COSTA RICA
PODER JUDICIAL
DIRECCION NACIONAL DE NOTARIADO

LICDA. ALICIA BOGARIN PARRA. Directora Nacional de Notariado del Poder Judicial, en ejercicio de las facultades que le otorga el Código Notarial y el acuerdo tomado por la Corte Plena en la sesión celebrada el 2 de noviembre de 1998, artículo IX, **HACE CONSTAR:** Que es auténtica la anterior firma del (de la) Notario (a) Público (a) Licenciado (a) **LAURA CARVAJAL RAMIREZ,** quien en la actualidad se halla en ejercicio de sus funciones. Esta razón no implica juicio alguno en cuanto a la forma y contenido del documento. **********

PODER JUDICIAL *** DIRECCION NACIONAL DE NOTARIADO *** COSTA RICA

ES CONFORME, San José, a los catorce días del mes de febrero de dos mil tres. Se agregan y cancelan los timbres de ley.**********

[redacted]

UBLIC OF COSTA RICA
. ROVINCE AND CITY OF SAN JOSE
EMBASSY OF THE UNITED STATES } SS
OF AMERICA

I, JEFFERY A. SALAIZ Consul of The United States of America at San Jose, duly commissioned and qualified, do hereby certify that ROBERTO A. SANCHO QUESADA whose true signature and official seal are, respectively, subscribed and affixed to the foregoing documents, was on the 17TH. day of FEBRUARY 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 19TH. day of FEBRUARY 2003

JEFFERY A. SALAIZ
CONSUL OF THE UNITED STATES OF AMERICA
SAN JOSE, COSTA RICA

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

I, JEFFERY A. SALAIZ 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, respectively, subscribed and affixed to the foregoing documents, was on the 12TH. day of FEBRUARY 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 14TH. day of FEBRUARY 20 03

JEFFERY A. SALAIZ
CONSUL OF THE UNITED STATES OF AMERICA
SAN JOSE, COSTA RICA

UBLIC OF COSTA RICA
, ROVINCE AND CITY OF SAN JOSE
EMBASSY OF THE UNITED STATES } SS
OF AMERICA

I, JEFFERY A. SALAIZ Consul of The United States of America at San Jose, duly commissioned and qualified, do hereby certify that ROBERTO A. SANCHO QUESADA whose true signature and official seat are, respectively, subscribed and affixed to the foregoing documents, was on the 17TH. day of FEBRUARY 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 19TH. day of FEBRUARY 2003

JEFFERY A. SALAIZ

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