



CERTIFICATION

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This is to certify that the attached English language document, identified as Service Contract Entered Into by and between Corporación de Promoción de Exportaciones e Inversiones (CORPEI) and Tew Cardenas, is a true and accurate translation of the original Spanish language document to the best of our knowledge and belief.

Executed this 9th day of November, 2006

Will Maub

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2006 NOV 14 PM 4:00
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**SERVICE CONTRACT ENTERED INTO BY AND BETWEEN
CORPORACIÓN DE PROMOCIÓN DE EXPORTACIONES E INVERSIONES
(CORPEI) AND TEW CARDENAS**

In Guayaquil, on September 22, 2006, there appeared Corporación de Promoción de Exportaciones e Inversiones, acting by and through its CEO and Legal Representative, Ricardo ESTRADA ESTRADA, Eng., as party of the first part, and the Company TEW CARDENAS, legally represented by its partner, Ambassador Roger Noriega, as party of the second part. The parties hereby agree (illegible) professional services to procure the renewal of the Andean Trade Preferences defined as ATPDEA, the resuming of the negotiations relating to the Free Trade Agreement with the United States of America and the approval thereof by USTR, pursuant to the following terms and conditions:

ONE: Definitions

The following terms shall be construed as stated below:

1. "CORPEI" means Corporación de Promoción de Exportaciones e Inversiones
2. "The Company" means TEW CARDENAS LLP, a company organized under the legal system of the State of Florida, United States of America.
3. "General contracting terms" is the framework within which the Contract is entered into.
4. "Contract" means this instrument, including the general contracting terms and any and all documents incorporated as an integral part hereof.
5. "Fees" mean the compensation or price agreed, less any expenses incurred by the Company in the provision of the services.
6. "Expenses" are the expenses that the Company must incur in the provision of the services subject matter hereof, including the living costs of the staff in charge of conducting the work as well as their mobilization and accommodation expenses.
7. "Agreed price" or "compensation" means the Company's fees for the provision of the services subject matter hereof.
8. "Force majeure" and "act of God" are those unforeseen events that are impossible to resist, such as a shipwreck, earthquake, capture by enemies, acts of authority performed by a public official, among other events.
9. "Term" means a period of successive days, including Saturdays, Sundays and holidays.
10. "Work at the headquarters" is the work performed by the staff at the Company headquarters.
11. "Company headquarters" means any place in the United States.
12. "ATPDEA" is the Andean Trade Promotion and Drug Eradication Act.
13. "USTR" is the Office of the Trade Representative of the United States

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TWO: Recitals

WHEREAS,

Section 18 of the Foreign Trade and Investments Act (LEXI), published in the Supplement to Official Record No. 82 dated June 9, 1997, sets forth the creation of Corporación de Promoción de Exportaciones e Inversiones - CORPEI (Export and Investment Promotion Corporation) as a private, non-profit, legal entity, aimed mainly at promoting and encouraging Ecuadorian exports and attracting domestic and foreign investment into the country's productive sectors.

Ecuador is interested in resuming the negotiation of a Free Trade Agreement (FTA) with the United States of America, which will be of great importance for the exporting sector in Ecuador, and, therefore, the productive sector in general. Moreover, until such FTA is approved, exporters will depend on the benefits offered under the Andean Trade Promotion and Drug Eradication Act (ATPDEA) which, if not renewed by the Congress of the United States of America, will expire on December 31, 2006.

The Foreign Trade and Investment Council (COMEXI) and later the Board of Directors of CORPEI, approved a budget for hiring the services of an American advisory firm to support the Government of Ecuador in the fulfillment of its goals.

The Board of Directors of CORPEI approved the hiring of the firm TEW CARDENAS LLP to aid in resuming the negotiations of the FTA and the extension, for Ecuador, of the term of the ATPA / ATPDEA in the United States of America.

After finding out that the characteristics of the Company and the proposals submitted by same fully meet the requirements of CORPEI, the parties have proceeded to enter into this Contract.

THIRD: Purpose

In line with the foregoing, Corporación de Promoción de Exportaciones e Inversiones hereby hires the services of the Company so that it will continue supporting the Government of the Republic of Ecuador in its communications with key members of the legislative and executive branches of the Government of the United States of America and with the public sector of Ecuador to contribute to improve the prospects for resuming the negotiations surrounding the FTA, the negotiation of the FTA itself, and the extension, for Ecuador, of the term of the ATPA / APTDEA in the United States of America.

FOUR: Scope

1. The Company shall perform the activities that are required for the fulfillment of the purpose hereof. In particular, the Company shall be mainly focused on providing strategic and technical advisory services aimed at resuming the negotiations surrounding the FTA, the negotiation of the FTA itself, and the extension, for Ecuador, of the term of the ATPDEA, as well as to organize a high-level support within the United States Administration and Congress to immediately approve the FTA and the ATPDEA.

2. To meet the goals that encourage the signing of this instrument, the Company shall have to perform the following activities: lobbying with key members of the Congress of the United States of America to raise Ecuador's profile and create the

driving force that is required to resume the negotiations and the timely approval of the FTA and the ATPDEA.

3. CORPEI is aware that, although the partners of the Company have established positive professional relations with government officials, there can be no guaranty that the decisions made by the governmental agency will be favorable for the Republic of Ecuador. Moreover, CORPEI acknowledges that there has been no sign that either the Company or its partners can have some inappropriate or undue influence on any US agency or government official.

FIVE: Fees and Form of Payment

1. The fees that CORPEI will pay to the Company for the services subject matter hereof amount to the net sum of THREE HUNDRED SEVENTY-FIVE THOUSAND US DOLLARS (US\$375,000).
2. Such amount shall be paid as follows:
 - FIFTY THOUSAND US DOLLARS (US\$50,000) no later than October 13, 2006.
 - Three monthly installments of ONE HUNDRED THOUSAND US DOLLARS (US\$100,000) each, payable during the first five (5) days of November and December 2006, and January 2007. From such amount, fifty thousand US Dollars shall be allocated each month to the hiring by TEW CARDENAS of a public relations firm, which is deemed necessary to support the negotiations of TEW CARDENAS subject matter hereof.
 - TWENTY-FIVE THOUSAND US DOLLARS (US\$25,000) no later than January 20, 2007.
3. The payments that the Company is entitled to receive shall be in US Dollars.

SIX: Expenses

CORPEI shall acknowledge no additional payments under the heading of expenses.

SEVEN: Term and Place of Payment of the Compensation

1. Any and all payments referred to in Article Seven shall be made by means of a bank transfer, under the terms set forth in Article Five hereof, upon issuance of the relevant invoice or collection account, to the following account:

NAME OF BANK:	Citibank, F.S.B. 201 South Biscayne Boulevard, Suite 3100 Miami, Florida 33131
NAME OF ACCOUNT:	Tew Cardenas, LLP Operating Account
ACCOUNT No.:	3200277034
ABA ROUTING No.:	266086551
CONTACT:	Ray Fernández: (305) 347-1383

2. CORPEI shall acknowledge in favor of the Company the maximum default interest authorized by the Central Bank of Ecuador in the event that CORPEI fails to pay in full the sums owed to the Company in the form and under the conditions set forth herein.

3. CORPEI shall bear all the security transfer costs.

EIGHT: TAXES

The prices set forth herein are net values for the Company. Therefore, no VAT or other tax, duty, contribution or lien taxed or resulting from this Contract, applicable now or in the future, in the Republic of Ecuador, is included in the Contract price, and, therefore, shall be borne, on an exclusive basis, by CORPEI.

Since the amount of this Contract is THREE HUNDRED SEVENTY-FIVE THOUSAND US DOLLARS (US\$375,000), CORPEI shall pay to the Republic of Ecuador NINETY-THREE THOUSAND SEVEN HUNDRED FIFTY US DOLLARS (US\$93,750), which corresponds to 25% to be withheld from the total value of the services that will be provided by the Company in compliance with the Internal Tax System Act of the Republic of Ecuador.

NINE: Obligations of the Company

During the execution of this Contract, the Company undertakes to perform any and all tasks and activities defined in this Contract and those arising from the approved service proposal.

Moreover, the Company undertakes to submit, on a monthly basis, reports on the progress and conduct of the negotiations and activities performed in the United States.

TEN: Obligations of CORPEI

During the execution of this Contract, CORPEI assumes the following obligations:

To timely pay the sums agreed upon by the parties under the heading of compensation for the services subject matter hereof and the default interest accrued thereon, if any.

To coordinate monthly meetings among the private sector, the Government of Ecuador and the Company so that the Company may submit its reports on progress gained and work performed. CORPEI, along with the private sector and the Government of Ecuador, must assess, on a monthly basis, the work performed by the Company during the term hereof.

ELEVEN: Term of the Contract

1. The term of the Contract shall be four and a half months.
2. Taking into account that the services provided by the Company to the Government of Ecuador since September 1, 2006 until the date hereof have been provided to the full satisfaction of the latter, this Contract shall expire on January 15, 2007.

TWELVE: Changes

No amendment, modification or addition to this Contract or any exhibit hereto shall bind any of the parties unless it is expressed in writing and signed by the representatives or attorneys-in-fact, duly authorized to perform any such amendment, modification, or addition or establish any undertaking.

THIRTEEN: Protection and Non Disclosure of Information

The parties agree to protect and manage the information required for the success of the project without disclosing same. The parties agree not to disclose the information referred to as confidential.

Each party shall inform its respective staff about the obligations described in this Article.

FOURTEEN: Domicile and Notices

All notices or communications to the parties shall be in writing and addressed to the intended recipient at the address set forth as follows:

1. To the Company, at 700 12th Street, NW Suite 1150, Washington D.C. 20005
2. To CORPEI, at Av. Francisco Orellana y Miguel H. Alcívar, Edificio Las Cámaras, piso 2, Ciudad de Guayaquil. Telephone: 593-4-2681550 or Fax: 593-4-2681551.

Notices shall be deemed delivered once they have been received by the legal representative or attorney in fact in Ecuador, as the case may be, with return receipt requested.

FIFTEEN: No Relation

Each party hereby declares itself not to be an attorney-in-fact, representative or partner of, or associate in a joint venture with the other party, and that neither such party nor the staff related thereto is or may be considered at any time as having a labor relationship with the other party. Therefore, each party shall assume all the responsibilities imposed on them by the laws in relation to their own or any affiliate staff that each party may use for the performance hereof.

SIXTEEN: Assignment and Subcontracting

Any Contract assignment, in full or in part, gratuitously or for consideration, that any of the parties may intend to make shall only be possible with the prior express authorization of the other party in writing. In such event, the assignor shall guarantee full compliance with the obligations assumed under the assigned Contract.

SEVENTEEN: Termination and liquidation

1. This Contract shall terminate upon expiration of its term.
2. The parties may opt for early termination of this Contract in the following cases:
 - a) For failure to comply with any obligation by the Company or CORPEI, if such non compliance continues for thirty (30) days after the non complying party has been asked to correct it by the other party.

The party invoking non compliance shall inform the other party about it, both to request correction thereof and to state that it has actually occurred, and shall include its reasons and supporting evidence.

- b) By mutual agreement.

- c) By dissolution of any of the two parties, or when one of the parties files for bankruptcy, or undergoes reorganization, or makes an arrangement with its creditors to avoid bankruptcy, or is subject to any bankruptcy or liquidation process.
 - d) In the event that a clear deficiency is found upon assessment of the work performed by the Company during the term of the Contract. The work of the Company will be evaluated during the monthly meetings between CORPEI and the private and governmental sectors of Ecuador.
3. In the event of early termination, the Contract will be liquidated, a certificate of performance will be issued and a settlement will be made of the payments made and to be made to the Company and any deductions therefrom.
4. Said final liquidation shall be included in a certificate of liquidation.

EIGHTEEN: Settlement of Disputes

1. The Contract shall be governed by and construed under the laws of the State of Florida, without regard to such State's conflict of law provisions. Except for disputes related to the violation of copyrights or confidentiality obligations by one of the parties, any and all disputes that cannot be settled through negotiations between the parties shall be settled solely and exclusively by means of confidential arbitration, which proceeding shall be held in the City of Miami, Florida and will be governed by the Commercial Arbitration Rules of the American Arbitration Association. The parties shall endeavor to agree on the designation of a sole arbitrator. In the event that the parties fail to reach an agreement as to the designation of a sole arbitrator within thirty (30) calendar days, the arbitrator shall be appointed by the American Arbitration Association according to its rules.

Each of the parties shall bear its own costs in the preparation and conduction of the arbitration proceeding. The parties shall share the arbitrator's fees and expenses in a 50/50 proportion. The arbitrator's award (and grounds) shall be in writing, will include the reasons of his decision and will be final, binding and enforceable before any court of competent jurisdiction.

NINETEEN: Perfecting

The parties agree that this Contract shall be deemed perfected upon execution.

IN WITNESS WHEREOF, the parties have executed this Contract in three (3) counterparts, all of the same value, in the City of Guayaquil, this 22nd. day of September, 2006.

(Signed by) Ricardo Estrada Estrada, Eng.
CEO
Corporación de Promoción de
Exportaciones e Inversiones CORPEI

(Signed by) Ambassador Roger Noriega
Partner
TEW CARDENAS LLP