

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Squire Sanders Public Advocacy LLC	2. Registration No. 6063
3. Name of Foreign Principal Government of Nicaragua, Corporacion de Zonas Francas	

Check Appropriate Box:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The registrant will provide strategic counsel and planning on trade policy matters before the U.S. Government and stakeholder industry associations.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The representation will provide strategic counsel and planning on trade policy matters before the U.S. Government and industry associations, to include outreach, assistance in crafting statement and letters and background materials to preserve Nicaragua's current trade status under the U.S. Central America Free Trade Agreement.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The representation will include providing strategic counsel and planning on trade policy matters before the U.S. Government and industry associations.

Squire Sanders Public Advocacy LLC will meet with the trade policy officials in the U.S. Government regarding the maintenance of Nicaragua's current benefits under the U.S.-Central American Free Trade Agreement in an effort to keep Nicaragua's trade benefits from expiring. Squire Sanders Public Advocacy LLC will also communicate with affected industry associations regarding aforementioned effort.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
April 06, 2012	David M. Spooner	/s/ David M. Spooner eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Translation from Spanish

Seal:
Republic of Nicaragua
Central America
1627 New Hampshire Ave., N.W.
Washington, D.C. 20009

PUBLIC INSTRUMENT NUMBER ONE HUNDRED SIX (106) PROFESSIONAL SERVICES AGREEMENT BETWEEN THE FREE TRADE ZONE AND SQUIRE, SANDERS & DEMPSEY (US) L.L.P. In the City of Washington, D.C., at thirteen o'clock (1:00 p.m.), September fifth, two thousand eleven. Before me, Oscar Alejandro Zamora Hinojos, of legal age, single, General Consul of the Republic of Nicaragua in Washington, D.C., with Notarial functions pursuant to Article Eight of the current Notary Law of the Republic of Nicaragua, appears **David Matthew Spooners**, of legal age, married, attorney, domiciled in the City of Arlington, State of Virginia, United States of America, who identified himself with a passport of the United States of America number: [REDACTED]; which identification document I hereby certify having seen for the above referenced party; who, in my opinion has the civil and legal capacities necessary to obligate himself and enter into contracts, and particularly, to grant the foregoing act, in which he acts in the name and representation of **SQUIRE, SANDERS & DEMPSEY (US), L.L.P.**, of this domicile, a Limited Partnership, duly incorporated pursuant to the laws of the United States of America. The undersigned General Consul certifies and attests that the above-referred documents confer to David Matthew Spooners sufficient powers to grant the foregoing act, and states: **FIRST CLAUSE: (PURPOSE). THE NATIONAL FREE TRADE ZONE COMMISSION**, hereinafter **THE COMMISSION** agrees to enter into a Professional Services Agreement with the firm of **SQUIRE, SANDERS & DEMPSEY (US) L.L.P.**, hereinafter simply referred as **THE FIRM**, for purposes of developing a liaison for a strategy of aggressive lobbying, to be executed in coordination with the Firm **SAMUEL INTERNATIONAL ASSOCIATES, INC.**, to accomplish the approval of an extension of the Tariffs Preference Levels (TPLs) of Nicaragua as part of the Omnibus Trade Act (Miscellaneous), that is expected to be presented before the Congress of the United States of America this year. **SECOND CLAUSE: (DESCRIPTION OF THE SERVICES).** The services that **THE FIRM** shall render to **THE COMMISSION** shall be as follows: **(ONE)** Meetings and aggressive lobbying with key Members of Congress and with officials of the Obama Administration, particularly trade officials in the Office of the United States Representative for Trade, the Department of Commerce, the State Department, the Labor Department, and the National Security Council. **(TWO)** Drafting of basic materials of communication and lobbying to be used with interested parties of the private sector of the United States of America (such as the textile industry, retailers, and apparel brands), Members of Congress and officials of the Executive Branch. These materials should clearly communicate the value of the TPL, both for the textile industry of the United States of America, and, when deemed appropriate, for the apparel industry of Nicaragua. The materials would emphasize the recent increases in the exportations of textiles from the United States to Nicaragua, and the impact of the TPL in the regional competitiveness. **(THREE)** Lobbying and coordination with the textiles companies of the United States of America, associations of textile, apparel, producers and retailers, due to the fact that the TPL of Nicaragua was a controversial element of the CAFTA negotiations. **(FOUR)** Lobbying and coordination in an indirect manner with the interested parties of the apparel sector of Nicaragua, such as labor organizations, religious groups, and pro-commerce business associations.

THIRD CLAUSE: (FEES AND COSTS). (One) THE COMMISSION shall pay to THE FIRM for the duration of this Agreement, the sum of TWENTY EIGHT THOUSAND FIVE HUNDRED DOLLARS OF THE UNITED STATES (US\$ 28,500.00). This shall be paid in three monthly installments, each in the amount of NINE THOUSAND FIVE HUNDRED DOLLARS OF THE UNITED STATES OF AMERICA (US \$9,500.00). (Two) THE FIRM shall send its monthly statement of fees to THE COMMISSION that shall make the payments one month after the receipt of the invoice. (Three) The payment shall be of the net amount; THE FIRM shall be responsible for the payment of all applicable taxes in the United States of America. THE COMMISSION shall be responsible for any taxes due in Nicaragua. **FOURTH CLAUSE: (DURATION).** This contract has a term of Three (03) months, commencing as of July fifth of the current year, two thousand eleven, to which date the effects thereof shall be retroactive, ending on October four, two thousand eleven. **(FIFTH CLAUSE): (RESCISSION).** Both parties to this Agreement may rescind this Agreement, with prior written notice, with fifteen (15) days advanced notice, without any cost to any of the parties. **SIXTH CLAUSE: (APPLICABLE LAW).** The applicable law for this Agreement is the Law of the Republic of Nicaragua. **SEVENTH CLAUSE: (PERFECTION OF THE AGREEMENT):** This Public Instrument of Professional Services Agreement is being subscribed individually by each of the contracting parties, but both instruments when united represent the bilateral perfected document of agreement to enter into the Professional Services Agreement at will by both parties. The above was thus expressed by the appearing party to whom I, the General Consul, explained of the object (purpose), value, and legal consequences of this act, of the general clauses that guaranty its validity, of the special (clauses) therein contained, and of those involving waivers and implicit and explicit stipulations, and all related to the certified copy prepared from this document, including the requirement to present the same before the General Consular Directorate of the Ministry of Exterior Relations in Managua for authentication; and, after this entire document was read by me, the General Consul, to the appearing party, which he agrees with, approves, ratifies, and signs together with me. I hereby certify everything related thereto. (Signed) David Matthew Spooners, (Signed) Oscar Alejandro Zamora Hinojos. Registered by me at pages from page two hundred thirty-seven (237) to two hundred thirty-nine (239), in Consular Records Book Number 4, kept in the records of the General Consulate of the Republic of Nicaragua in Washington, D.C. And, at the request of the party appearing herein, I hereby issue this first certified copy consisting of three pages, printed on consular paper, which I have sealed, initialed and signed in the City of Washington, D.C., at ten thirty o'clock (10:30 a.m.), on the sixth of September, two thousand eleven.

Signature

Oscar Alejandro Zamora Hinojos
General Consul
Washington, D.C.

Seal:

General Consulate of Nicaragua in Washington, D.C.



CERTIFICATE OF ACCURACY

TRANSLATION
From Spanish into English

STATE OF FLORIDA)
) s.s.
COUNTY OF MIAMI-DADE)

On this day, personally appeared before me Gordiana Hernández, who, after being duly sworn, deposes and states:

That she is a translator of the Spanish and English languages by profession;

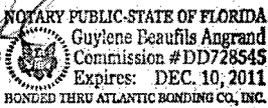
That she is thoroughly conversant with these languages: Spanish and English;

That she has carefully reviewed, edited, and finalized the attached translation from a previous translation made of the original document written in the Spanish language; to-wit: **Public Instrument No. 106, Professional Services Agreement between The Free Trade Zone of Nicaragua and Squire Sanders & Dempsey (US) L.L.P.**

That the attached translation is a true and correct English version of such documents, to the best of her knowledge and belief.

Gordiana Hernández
Gordiana Hernández
Professional Translator and Certified Court
Interpreter in the State of Florida

Subscribed and sworn to before me this 9th day
of December, 2011. Gordiana Hernández is
personally known to me and required no
identification.

Guylene Beaufrils Angrand
Notary Public, State of Florida at Large
My commission expires:


Telephone/Fax: (863) 658-2015 • Cellular (24/7) (305) 965-1049 • E-mail: TranslEtc@aol.com
South: P.O. Box 12894, Miami, Florida 33101-2894, USA • Central: Post Office Box 7844, Sebring, Florida 33872, USA

Translation from Spanish

Seal:
Republic of Nicaragua
Central America
1627 New Hampshire Ave., N.W.
Washington, D.C.

PUBLIC INSTRUMENT NUMBER NINE (9). ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE FREE TRADE ZONE COMMISSION AND SQUIRE, SANDERS & DEMPSEY (US) L.L.P. In the City of Washington, D.C., United States of America, the place of my domicile and residency, at fourteen ten o'clock (2:10 p.m.), on the first day of February, two thousand twelve. Before me, Ivonne Rosalina Ruiz Lucas, of legal age, single, of this domicile, as Administrative Attaché with Consular Functions of the Republic of Nicaragua in Washington, District of Columbia, United States of America, vested with Notarial functions by virtue of Article Eight of the current Notary Law of the Republic of Nicaragua, personally appears **DAVID MATTHEW SPOONERS**, of legal age, married, attorney, who identified himself with a passport of the United States of America, number: [REDACTED] [REDACTED] domiciled in the City of Arlington, State of Virginia, United States of America, which identification document I hereby certify having personally seen; and who, in my opinion, has the civil and legal capacities necessary to obligate himself and enter into contracts, and particularly, to grant the foregoing act, in which he acts in the name and representation of **SQUIRE, SANDERS & DEMPSEY (US), L.L.P.**, of this domicile, a Partnership duly incorporated pursuant to the laws of the United States of America. The undersigned Administrative Attaché with Consular Functions does hereby certifies and attests that the above-referred documents confer to David Matthew Spooners sufficient powers for him to grant the foregoing act, and states: **FIRST CLAUSE: (BACKGROUND)**. That through Public Instrument Number Nineteen (19), authorized by Juan Manuel Siero Cantarero, Notary Public, in the City of Managua, Republic of Nicaragua, at nine in the morning (9:00 a.m.), on the nineteenth (19) day of August, two thousand eleven; and by Public Instrument number one hundred six (106), authorized at one in the afternoon (1:00 p.m.), on the fifth (5) day of September, two thousand eleven, in the City of Washington, D.C., United States of America, by Mr. Oscar Alejandro Zamora Hinojos, General Consul of the Republic of Nicaragua in the City of Washington, District of Columbia, United States of America; the National Free Trade Zone Commission entered into a Professional Services Agreement with the consulting firm of Squire, Sanders & Dempsey (US), L.L.P., for purposes of developing a liaison for a strategy of aggressive lobbying, to be executed in coordination with the firm of Samuel International Associates, Inc., to accomplish the approval of an extension of the Tariffs Preference Levels (TPLs) of Nicaragua as part of the Omnibus Trade Act (Miscellaneous), that is expected to be presented before the Congress of the United States of America this year. This Agreement has a term of duration of three (3) months, commencing on the fifth day of October, two thousand eleven, which ended on the fourth day of January, two thousand twelve. **SECOND: (MODIFICATION TO THE PROFESSIONAL SERVICES AGREEMENT)**. That both parties by mutual agreement have decided to extend the Agreement mentioned in the above-clause, which was for a term of three (3) months, commencing on the fifth of October, two thousand eleven, ending on the fourth of January, two thousand twelve, and therefore modify the Fourth Clause (Duration) and the Third Clause (Fees and Expenses) to now read as follows: **"THIRD CLAUSE (FEES AND COSTS)**. (One) THE COMMISSION shall pay to THE FIRM for the duration of this Agreement, the sum of FIFTY SEVEN THOUSAND DOLLARS OF THE UNITED STATES OF AMERICA (US\$ 57,000.00), which shall be paid in six (6) monthly installments, each in the amount of NINE THOUSAND

FIVE HUNDRED DOLLARS OF THE UNITED STATES OF AMERICA (US \$9,500.00). **(Two)** THE FIRM shall send its monthly statement of fees to THE COMMISSION that shall make the payments one month after the receipt of the invoice. **(Three)** The payment shall be of the net amount; THE FIRM shall be responsible for the payment of all applicable taxes in the United States of America. THE COMMISSION shall be responsible for any taxes due in Nicaragua. **"FOURTH CLAUSE: (DURATION)**. This Agreement has a term of six (6) months, commencing as of July fifth, two thousand eleven, to which date the effects thereof shall be retroactive, ending on the fourth of January, two thousand twelve." **THIRD: (RATIFICATION OF THE ORIGINAL AGREEMENT)**. That through the foregoing instrument, the original agreement is ratified in each and all of its parts not expressly modified in this document. **FOURTH:** That the foregoing Instrument of Addendum to the Professional Services Agreement is being subscribed individually by each of the contracting parties, but both instruments when united represent the bilateral perfected document of agreement and acceptance to the Addendum of the Professional Services Agreement at will by both parties. The above was thus expressed by the appearing party to whom I, cautioned and made known of the value and legal consequences of this instrument, the object (purpose) of the special clauses therein contained, and of those involving waivers and implicit and explicit stipulations, and of the general (clauses) that affirm the validity of this document, including the requirement to present the same before the General Consular Directorate of the Ministry of Exterior Relations in the City of Managua, Republic of Nicaragua, for its due authentication. After this entire document was read, as indeed it was read by me, the Administrative Attaché with Consular Functions, to the appearing party, which he agrees with, approves, ratifies each and all of its parts, without making any modification, he signs the same together with me. I hereby certify everything stated above. (Signed) David Matthew Spooners, (Signed) Ivonne Rosalina Ruiz Lucas. Registered by me at pages from eighteen (18) to twenty (20), in Consular Records Book Number five (5), kept in the records of the General Consulate of the Republic of Nicaragua in Washington, D.C. for the current year. And, at the request of the party appearing herein, I hereby issue this first certified copy consisting of three pages, printed on consular paper, which I have sealed, initialed and signed in the City of Washington, D.C., at fourteen thirty o'clock (2:30 p.m.), on the first (1st) of February, two thousand twelve.

Signature

**Ivonne Rosalina Ruiz Lucas
Administrative Attaché
with Consular Functions
Washington, D.C.**

Seal:

General Consulate of Nicaragua in Washington, D.C.

Received from Patrick Clark, Instrument # eighty two (82), "Addendum to Professional Services Agreement between the National Free Trade Zone Commission and Squire, Sanders and Dempsey (US) LLP."

Signature: [illegible signature]
David Matthew Spooner

Date: 2/2/12



Consulado General de Nicaragua
1627 New Hampshire Ave., N.W.
Washington, D.C.

ESCRITURA PÚBLICA NÚMERO NUEVE (9). ADENDUM A CONTRATO POR SERVICIOS PROFESIONALES ENTRE LA COMISION NACIONAL DE ZONAS FRANCAS Y SQUIRE, SANDERS & DEMPSEY (US) L.L.P.- En la ciudad de Washington, DC., de los Estados Unidos de América, lugar de mi domicilio y residencia, a las catorce horas con diez minutos del día primero de Febrero del año dos mil doce. Ante mí, Ivonne Rosalina Ruiz Lucas, mayor de edad, soltera, de este domicilio, Agregada Administrativa con Funciones Consulares de la República de Nicaragua en Washington, Distrito de Columbia, Estados Unidos de América, con funciones Notariales conforme al Artículo ocho de la Ley del Notariado vigente de la República de Nicaragua, comparece el ciudadano de los Estados Unidos de América **DAVID MATTHEW SPOONERS**, quien es mayor de edad, casado, Abogado, quien se identifica con pasaporte de los Estados Unidos de América Número: [REDACTED] [REDACTED] con domicilio en la ciudad de Arlington, Estado de Virginia, Estados Unidos de América; doy fe de tener a la vista el documento de identidad del compareciente, quien a mi juicio tiene la capacidad civil y legal necesaria para obligarse y contratar, y en especial para el otorgamiento del presente acto, en el que actúa en nombre y representación de SQUIRE, SANDERS & DEMPSEY (US) L.L.P., de este domicilio, una Sociedad debidamente incorporada bajo las Leyes de los Estados Unidos de América. La suscrita Agregada Administrativa con Funciones Consulares certifica y da fe que los documentos anteriormente relacionados confieren al compareciente David Matthew Spooners, las facultades suficientes para el otorgamiento del presente acto y dice: **CLAUSULA PRIMERA: (ANTECEDENTES)**. Que por Escritura Pública número diecinueve, autorizada por el Notario Público Juan Manuel Siero Cantarero, en la ciudad de Managua, República de Nicaragua, a las

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nueve de la mañana del día diecinueve de agosto del año dos mil once, y por Escritura Pública número ciento seis, autorizada a la una de la tarde del día cinco de Septiembre del año dos mil once en la Ciudad de Washington, DC., Estados Unidos de América, por el Señor Oscar Alejandro Zamora Hinojos, Cónsul General de la República de Nicaragua en la Ciudad de Washington, Distrito de Columbia, Estados Unidos de América; la Comisión Nacional de Zonas Francas suscribió un Contrato de Servicios Profesionales con la Firma Consultora Squire, Sanders & Dempsey (US),L.L.P, con el objeto de que ésta desarrolle un enlazamiento para una estrategia de cabildeo agresivo a ejecutarse en coordinación con la Firma Samuel International Associettes Inc., para lograr la aprobación de una extensión del Tratamiento Arancelario Preferencial (TPL's) de Nicaragua como parte de la Legislación Ómnibus (Miscelánea) de Comercio, que se espera será presentado al Congreso de los Estados Unidos de América este año.- Este Contrato tiene un plazo de Tres (3) meses, a partir del día cinco de Octubre del año dos mil once, el cual finalizó el día cuatro de Enero del corriente año dos mil doce.

SEGUNDA: (MODIFICACIÓN AL CONTRATO DE SERVICIOS PROFESIONALES).

Que ambas de común acuerdo han decidido prorrogar el Contrato relacionado en la Cláusula anterior, por un plazo de Tres (3) meses, a partir del día cinco de Octubre del corriente año dos mil once, el cual finalizaría el día cuatro de enero del año dos mil doce, ~~por lo que modifican la Cláusula Cuarta (Plazo) y la Cláusula Tercera (Honorarios~~

~~y Gastos), las que se leerán así: "CLAUSULA TERCERA (HONORARIOS Y GASTOS). Uno) LA COMISION pagará a LA FIRMA por el periodo que dure este Contrato la suma de CINCUENTA Y SIETE MIL DÓLARES DE LOS ESTADOS UNIDOS DE AMÉRICA (US\$ 57,000.00), los que serán pagados en seis cuotas mensuales de NUEVE MIL QUINIENTOS DÓLARES DE LOS ESTADOS UNIDOS DE AMÉRICA (US\$9,500.00) cada una. Dos) LA FIRMA enviará la cuenta mensual de su honorarios a LA COMISIÓN, quien efectuará los pagos un mes después de recibida la factura. Tres) El pago será neto, LA FIRMA se hace responsable del pago de todos los impuestos aplicables en los Estados Unidos de América. LA COMISIÓN será responsable de cualquier impuesto requerido en Nicaragua.- "CLAUSULA CUARTA (PLAZO). Este contrato tiene un plazo de Seis meses, iniciando a partir del día Cinco de Julio del corriente año Dos mil once, fecha a la cual se retrotraen sus efectos,~~

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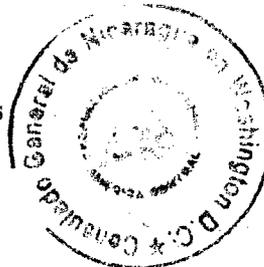


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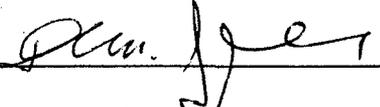


finalizando el día Cuatro de Enero del año Dos mil Doce.-" **TERCERA:** (RATIFICACION DEL CONTRATO ORIGINAL). Que por el presente instrumento ratifica el contrato original en todas y cada una de sus partes, en lo que no se hubiere modificado expresamente en la presente escritura. **CUARTA:** Que la presente Escritura de Adendum al Contrato de Servicios Profesionales se suscribe en forma individual por cada una de las partes contratantes, pero que ambos instrumentos unidos representan el documento bilateral perfecto, de celebración y aceptación del Adendum al Contrato de Servicios Profesionales por voluntad de ambas partes. Así se expresó el compareciente, a quien advierto y hago conocer el valor y trascendencia legales de esta escritura, el objeto de las cláusulas especiales que contiene, el de las que envuelven renunciaciones o estipulaciones explícitas e implícitas y el de las generales que aseguran la validez de este instrumento, incluida la necesidad de de presentarlo ante la Dirección General Consular del Ministerio de Relaciones Exteriores en la Ciudad de Managua, República de Nicaragua, para su debida autenticación. Leída que fue por mí, la Agregada Administrativa con Funciones Consulares, íntegramente toda esta escritura al compareciente, quien la encuentra conforme, la aprueba y la ratifica en todas y cada una de sus partes sin hacerle ninguna modificación. Firma junto conmigo. Doy fe de todo lo relacionado. (f) David Matthew Spooners. (f) Ivonne Rosalina Ruiz Lucas. ~~Paso ante mí del folio diez y ocho (18) al folio veinte (20) del Protocolo Consular número (5) cinco que lleva el Consulado General de la República de Nicaragua en Washington D.C. durante el presente año y a solicitud del compareciente; Libro este primer testimonio, para ser entregado a la compañía SQUIRE, SANDERS & DEMPSEY(US)L.L.P.; en tres hojas de papel consular las que rubrico y firmo en la Ciudad de Washington D.C. a las catorce horas con treinta minutos del día primero de Febrero del año dos mil doce.~~


Ivonne Rosalina Ruiz Lucas
Agregada Administrativa
Con Funciones Consulares
Washington, D.C.



Recibí de Patrick Clark Escritura # ochenta y dos, "Adendum a Contrato de Servios Profesionales entre Comisión Nacional de Zonas Francas y Squire, Sanders y Dempsey (US) LLP."

Firma: 
David Matthew Spooner

Fecha: 2/2/12



CERTIFICATE OF ACCURACY

TRANSLATION
From Spanish into English

STATE OF FLORIDA)
) s.s.
COUNTY OF MIAMI-DADE)

On this day, personally appeared before me Gordiana Hernández, who, after being duly sworn, deposes and states:

That she is a translator of the Spanish and English languages by profession;

That she is thoroughly conversant with these languages: Spanish and English;

That she has carefully made the attached full and summary translations from copies of the original documents written in the Spanish language; to-wit: **Public Instrument Number Nine, Addendum to Professional Services Agreement between the National Commission of Free Trade Zones and Squire Sanders & Dempsey (US) L.L.P., issued by the General Consulate of Nicaragua in Washington, D.C., on February 1, 2012.**

That the attached translation is a true and correct English version of such documents, to the best of her knowledge and belief.

Gordiana Hernández
Gordiana Hernández
Professional Translator and Certified Court
Interpreter in the State of Florida

Subscribed and sworn to before me this 18th day
of February, 2012. Gordiana Hernández
is personally known to me and required no
identification.

Guylene B. Angrand
Notary Public, State of Florida at Large

My commission expires:

