



**NÚMERO CIEN – TRES:** Ante mí, **JONATHAN ANDRÉS FACEY TORRES**, Notario Público con oficina abierta en la ciudad de San José, Santa Ana, Santa Ana: Centro Corporativo Jorge Volio, detrás de la Iglesia Católica, comparecen: **i) Ana Joice Navarro Gutiérrez**, mayor de edad, soltera, Asistente Legal, portadora de la cédula de identidad número uno – mil setecientos sesenta y siete – cero cero treinta y dos, vecina de San José, Santa Ana, detrás de la Iglesia Católica, Centro Corporativo Jorge Volio J, y **ii) Adrián Lang Biolley**, mayor de edad, asistente legal, soltero, portador de la cédula de identidad número uno – mil setecientos cuarenta y uno – cero novecientos sesenta y nueve, vecino de San José, Santa Ana, detrás de la Iglesia Católica, Centro Corporativo Jorge Volio J; **Y DICEN:** Que constituyen una sociedad de responsabilidad limitada que se regirá por las disposiciones del Código de Comercio de la República de Costa Rica y por las siguientes cláusulas: **ESTATUTOS SOCIALES: PRIMERA:** El plazo social es de noventa y nueve años a partir de la fecha de su constitución. **SEGUNDA:** El domicilio será en San José, Santa Ana, Santa Ana: Avenida Uno, Centro Corporativo Jorge Volio J. Pudiendo abrir agencias o sucursales dentro o fuera del país. La sociedad podrá recibir notificaciones al correo electrónico: [jfacey@hulbertvolio.com](mailto:jfacey@hulbertvolio.com) **TERCERA:** Su objeto será en general el ejercicio amplio del comercio, la industria, ganadera, el turismo, los servicios de alquileres, desarrollos urbanísticos, la exportación, importación, la representación de casas extranjeras, y en general toda actividad que esté legalmente permitida. Para el cumplimiento de sus fines podrá adquirir, enajenar, dar y tomar en arrendamiento, hipotecar y pignorar cualquier clase de bienes muebles o inmuebles, celebrar todo tipo de contratos y obtener préstamos con personas o entidades públicas o privadas, así como, y en cualquier forma permitida por la ley, adquirir toda clase de bienes muebles e inmuebles, enajenarlos o gravarlos conforme a sus necesidades. Podrá rendir fianzas y garantías a favor de socios y terceros, siempre que por ello la sociedad adquiera algún beneficio, el cual se presume con el sólo hecho de otorgarlas. **CUARTA:** El capital social es la suma de **DOCE MIL COLONES** representado por **DOCE** cuotas nominativas de **MIL COLONES** cada una, de las cuales el socio, **Adrián Lang Biolley**, de calidades antes indicadas, paga y suscribe seis cuotas nominativas de mil colones cada una, mediante una letra de cambio y la socia **Ana Joice Navarro Gutiérrez**, de calidades antes indicadas, paga y suscribe seis cuotas nominativas de mil colones cada una, mediante letra de cambio; ambas letras de cambio son endosadas a nombre de la sociedad y depositadas en manos del Gerente Dos, de lo cual el suscrito notario da fe. Los certificados representativos de dichas cuotas, que podrán amparar una o más cuotas, deberán ser firmados por el Gerente Dos y en los mismos se hará constar que no son transmisibles por endoso. **QUINTA:** Los negocios sociales serán administrados por dos **GERENTES**. Para ser Gerente de la sociedad no se requiere ser socio. Dichos

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personeros serán nombrados por la Asamblea de Cuotistas y durarán en sus cargos por todo el plazo social, salvo remoción por parte de dicha Asamblea. **SEXTA:** La representación judicial y extrajudicial de la sociedad corresponderá al Gerente uno y Gerente dos, quienes actuarán conjunta o separadamente con facultades de Apoderados Generalísimos sin límite de suma, conforme al artículo mil doscientos cincuenta y tres del Código Civil. Dichos apoderados podrán sustituir, otorgar o delegar sus poderes en todo o en parte, reservándose o no su ejercicio, revocar dichas sustituciones o delegaciones y efectuar otras nuevas. Los directivos durarán en su cargo por todo el plazo social, salvo remoción por parte de la Asamblea de Cuotistas. **SÉTIMA:** La asamblea de quotistas es el órgano supremo de la sociedad y expresará la voluntad colectiva en las materias de su competencia. Las facultades que la ley o esta escritura no atribuyan a otro órgano competarán a la Asamblea de Cuotistas. **OCTAVA:** Los quotistas celebrarán una Asamblea Anual ordinaria dentro de los tres meses siguientes a la clausura del ejercicio económico. En esta Asamblea se conocerán, cuando proceda, además de los asuntos incluidos en el orden del día, de los contenidos en el artículo noventa y cuatro del Código de Comercio. **NOVENA:** La Asamblea de Cuotistas será convocada por alguno de los Gerentes por medio de una carta circular que se enviará por correo, fax o cualquier otro medio electrónico de transferencia de datos, con al menos ocho días hábiles de anticipación, por lo menos. Podrá prescindirse de la convocatoria cuando reunida la totalidad de los socios, así se acuerde y se haga constar tal circunstancia en el acta respectiva. Las asambleas de quotistas se efectuarán en el domicilio social. **DÉCIMA:** La asamblea de quotistas llevará un libro en el que se asentarán las actas de sus asambleas y reuniones, con indicación del lugar y fecha de la asamblea, nombre de los asistentes, detalle de lo acordado y cómputo de votos. El acta deberá ser firmada por todos los quotistas presentes. **DÉCIMA PRIMERA: DE LA CELEBRACIÓN DE SESIONES VIRTUALES.** Las asambleas de socios se podrán celebrar válidamente haciendo uso de medios electrónicos, tales como la videoconferencia, que permitan a los participantes ejercer plenamente y de manera segura y comprobable sus derechos de voz y voto. Dichas asambleas deberán ajustarse a los principios de integralidad, interactividad y simultaneidad de forma tal que queden garantizados los derechos de participación e información de todos los participantes y se lleven registros apropiados, comprobables y documentados de las mismas. **DÉCIMA SEGUNDA:** Tanto las utilidades como las pérdidas se distribuirán entre los quotistas en proporción a su participación en el haber social. De las utilidades netas de cada ejercicio anual se destinará un cinco por ciento para la formación de un fondo de reserva legal hasta alcanzar un diez por ciento del capital social. **DÉCIMA TERCERA:** Las cuotas sociales no podrán ser cedidas a terceros si no es con el consentimiento previo y expreso de las tres cuartas partes del capital social. En el caso de ser rechazada la cesión propuesta, la sociedad



o los cuotistas tendrán opción de quince días hábiles para adquirir las cuotas que se desean traspasar, en iguales condiciones a las ofrecidas a los terceros rechazados. Si no se hace uso de la opción se tendrá por aceptada la cesión propuesta. **DÉCIMA CUARTA:** La sociedad se disolverá cuando venza el plazo para el que fue constituida o cuando se produjera cualquiera de las causas previstas en el artículo doscientos uno del Código de Comercio. En caso de disolución de la sociedad se procederá a su liquidación por un liquidador de nombramiento de la Asamblea de cuotistas, quien actuará en la forma y con las atribuciones que fije el acuerdo de su nombramiento. Constituidos los fundadores en Asamblea General de Cuotistas, acuerdan en firme: i) Nombrar en el cargo de **GERENTE UNO** al señor **PRASHANT NARESH** (nombres) **PATEL** (apellido), de un solo apellido en razón de su nacionalidad británica, mayor de edad, consultor digital, casado, portador del pasaporte número cinco cinco seis nueve cinco uno nueve siete ocho, vecino de diecisiete Triq Is Sibbiena, Bahar Ic Caghaq, Malta NXR cinco cero seis dos; y ii) Nombrar en el cargo de **GERENTE DOS** al señor **JOHNNY VARGAS MORA**, mayor de edad, empresario, casado una vez, portador del pasaporte costarricense número tres – cero trescientos treinta – cero quinientos ochenta y ocho, vecino de Heredia, San Rafael, Santiago, Barrio La Suiza, trescientos metros sur y cien metros oeste del Banco de Costa Rica, quienes aceptaron su cargo por medio de Carta Poder. Expido un primer testimonio para la sociedad. Leído lo escrito al otorgante lo aprobó y juntos firmamos en la ciudad de San José, a las ocho horas del diecisiete de noviembre de dos mil veinticinco.\*\*\*\*\***ILEGIBLE**\*\*\*\*\***ILEGIBLE**\*\*\*\*\***JONATHAN FACEY TORRES**\*\*\*\*\*. **LO ANTERIOR ES COPIA FIEL Y EXACTA DE LA ESCRITURA NÚMERO CIEN - TRES VISIBLE AL FOLIO CIENTO DIECISIETE FRENTE DEL TOMO TRES DEL PROTOCOLO DEL SUSCRITO NOTARIO. CONFRONTADO CON SU ORIGINAL RESULTÓ CONFORME Y LO EXPIDO COMO PRIMER TESTIMONIO EN EL MISMO ACTO DE OTORGAMIENTO DE LA MATRIZ. \*\*\*POR EL CONOCIMIENTO DEL IDIOMA INGLÉS QUE OSTENTA EL SUSCRITO NOTARIO, SE TRADUCE\*\*\*** **NUMBER ONE HUNDRED – THREE:** Before me, **JONATHAN ANDRÉS FACEY TORRES**, Notary Public with office in the city of San José, Santa Ana, Santa Ana: Corporate Center Jorge Volio, behind the Catholic Church, appear: i) **Ana Joice Navarro Gutiérrez**, of legal age, single, Legal Assistant, holder of identity card number one – one thousand seven hundred sixty-seven – zero zero thirty-two, resident of San José, Santa Ana, behind the Catholic Church, Corporate Center Jorge Volio J, and ii) **Adrián Lang Biolley**, of legal age, legal assistant, single, holder of identity card number one – one thousand seven hundred forty-one – zero nine hundred sixty-nine, resident of San José, Santa Ana, behind the Catholic Church, Corporate Center Jorge Volio J; **AND THEY DECLARE:** That they constitute a limited liability

JONATHAN ANDRÉS FACEY TORRES



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company that will be governed by the provisions of the Commercial Code of the Republic of Costa Rica and by the following clauses: **ARTICLES OF INCORPORATION: FIRST:** The term of the company is ninety-nine years from the date of its incorporation. **SECOND:** The registered office shall be in San José, Santa Ana, Santa Ana: Avenue One, Corporate Center Jorge Volio J. Agencies or branches may be opened within or outside the country. The company may receive notifications at the following email address: [jfacey@hulbertvolio.com](mailto:jfacey@hulbertvolio.com). **THIRD:** Its purpose shall be, in general, the broad exercise of commerce, industry, livestock, tourism, rental services, urban development, export, import, representation of foreign companies, and, in general, any activity that is legally permitted. In order to fulfill its purposes, it may acquire, dispose of, give and take on lease, mortgage, and pledge any kind of movable or immovable property, enter into all kinds of contracts, and obtain loans from public or private persons or entities, as well as, in any way permitted by law, acquire all kinds of movable and immovable property, dispose of them, or encumber them according to its needs. It may provide sureties and guarantees in favor of partners and third parties, provided that the company derives some benefit from doing so, which is presumed by the mere fact of granting them. **FOURTH:** The share capital is the sum of **TWELVE THOUSAND COLONES** represented by **TWELVE** registered shares of **ONE THOUSAND COLONES** each, of which the partner, **Adrián Lang Biolley**, of the aforementioned qualities, pays and subscribes six registered shares of one thousand colones each, by means of a bill of exchange, and the partner **Ana Joice Navarro Gutiérrez**, of the aforementioned qualities, pays and subscribes to six registered shares of one thousand colones each, by means of a bill of exchange; both bills of exchange are endorsed in the name of the company and deposited in the hands of Manager Two, which is attested to by the undersigned notary. The certificates representing these shares, which may cover one or more shares, shall be signed by Manager Two and shall state that they are not transferable by endorsement. **FIFTH:** The company's business shall be managed by two **MANAGERS**. It is not necessary to be a member to be a manager of the company. These representatives shall be appointed by the Shareholders' Meeting and shall remain in office for the entire term of the company, unless removed by said Meeting. **SIXTH:** The judicial and extrajudicial representation of the company shall correspond to Manager One and Manager Two, who shall act jointly or separately with the powers of General Proxies without any limit on the amount, in accordance with Article one thousand two hundred fifty-three of the Civil Code. Such attorneys-in-fact may substitute, grant, or delegate their powers in whole or in part, reserving or not reserving their exercise, revoking such substitutions or delegations, and making new ones. The directors shall remain in office for the entire term of the company, unless removed by the Shareholders' Meeting. **SEVENTH:** The Shareholders' Meeting is the supreme body of the company and



shall express the collective will in matters within its competence. The powers that the law or this deed do not attribute to another body shall be the responsibility of the Shareholders' Meeting. **EIGHTH:** The shareholders shall hold an ordinary Annual Meeting within three months following the end of the fiscal year. At this Meeting, in addition to the items on the agenda, the matters contained in Article ninety-four of the Commercial Code shall be addressed, when applicable. **NINTH:** The Shareholders' Meeting shall be convened by one of the Managers by means of a circular letter sent by mail, fax, or any other electronic means of data transfer, at least eight business days in advance. The meeting may be dispensed with when all the shareholders are present, if so agreed and recorded in the respective minutes. Shareholders' meetings shall be held at the registered office. **TENTH:** The shareholders' meeting shall keep a book in which the minutes of its meetings and assemblies shall be recorded, indicating the place and date of the meeting, the names of those in attendance, details of what was agreed upon, and the vote count. The minutes shall be signed by all shareholders present. **ELEVENTH: HOLDING OF VIRTUAL MEETINGS.** Shareholders' meetings may be validly held using electronic means, such as videoconferencing, which allow participants to fully and securely exercise their rights to speak and vote in a verifiable manner. Such meetings must comply with the principles of comprehensiveness, interactivity, and simultaneity in such a way as to guarantee the rights of participation and information of all participants and to keep appropriate, verifiable, and documented records of the same. **TWELFTH:** Both profits and losses shall be distributed among the shareholders in proportion to their share in the company's assets. Five percent of the net profits for each fiscal year shall be allocated to the formation of a legal reserve fund until it reaches ten percent of the share capital. **THIRTEENTH:** Shares may not be transferred to third parties without the prior and express consent of three-quarters of the share capital. If the proposed transfer is rejected, the company or the shareholders shall have fifteen business days to acquire the shares to be transferred, under the same conditions as those offered to the rejected third parties. If this option is not exercised, the proposed transfer shall be deemed accepted. **FOURTEENTH:** The company shall be dissolved when the term for which it was incorporated expires or when any of the causes provided for in Article two hundred one of the Commercial Code occur. In the event of dissolution of the company, it shall be liquidated by a liquidator appointed by the Shareholders' Meeting, who shall act in the manner and with the powers established in the agreement appointing him. The founders, having convened in a General Shareholders' Meeting, hereby agree: i) To appoint Mr. **PRASHANT NARESH** (first names) **PATEL** (last name), to the position of **MANAGER ONE**, with a single surname due to his British nationality, of legal age, digital consultant, married, holder of passport number five five six nine five one nine seven eight, resident of

JONATHAN ANDRÉS FACEY TORRES



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seventeen Triq Is Sibbiena, Bahar Ic Caghaq, Malta NXR five zero six two; and ii) To appoint Mr. **JOHNNY VARGAS MORA** to the position of **MANAGER TWO**, of legal age, businessman, married once, holder of Costa Rican passport number three-zero three hundred thirty-zero five hundred eighty-eight, resident of Heredia, San Rafael, Santiago, Barrio La Suiza, three hundred meters south and one hundred meters west of the Bank of Costa Rica, who accepted their positions by means of a Power of Attorney. I issue a first certificate for the company. Having read the document to the grantor, he approved it, and we signed it together in the city of San José, at eight o'clock on the seventeenth of November, two thousand twenty-five.\*\*\*\*\*  
**ILLEGIBLE\*\*\*\*\*ILLEGIBLE\*\*\*\*\*JONATHAN FACEY TORRES\*\*\*\*\*. THE ABOVE IS A TRUE AND EXACT COPY OF DEED NUMBER ONE HUNDRED THREE, VISIBLE ON FOLIO ONE HUNDRED SEVENTEEN FRONT OF VOLUME THREE OF THE PROTOCOL OF THE UNDERSIGNED NOTARY. COMPARED WITH ITS ORIGINAL, IT WAS FOUND TO BE CONSISTENT, AND I ISSUE IT AS THE FIRST TESTIMONY IN THE SAME ACT OF EXECUTION OF THE ORIGINAL DEED. LO ANTERIOR ES COPIA FIEL Y EXACTA DE LA ESCRITURA NÚMERO CIEN - TRES VISIBLE AL FOLIO CIENTO DIECISIETE FRENTE DEL TOMO TRES DEL PROTOCOLO DEL SUSCRITO NOTARIO. CONFRONTADO CON SU ORIGINAL RESULTÓ CONFORME Y LO EXPIDO COMO PRIMER TESTIMONIO EN EL MISMO ACTO DE OTORGAMIENTO DE LA MATRIZ.** Jonathan Facey Torres

Banco de Costa Rica  
Oficina: 919 SANTA ANA  
Fecha: 03/12/2025 Hora: 15:35:32

Detalle de Tasacion  
Tasacion: 582245222 Entero: 639789404

Pagado

|                           |        |
|---------------------------|--------|
| TIMBRE REGISTRO NACIONAL  | 300.00 |
| TIMBRE ARCHIVO NACIONAL   | 5.00   |
| TIMBRE COLEGIO DE ABOGADO | 275.00 |

Moneda de Transaccion: COLOMBIA  
Sub Tot. Timbres: 580.00  
Descuento: 14.00  
Total Timbres: 566.00

OFICINA  
SANTA ANA

03 DIC 2025



Ana Patricia Aragon S.  
Traductora Oficial/Official Translator

Inglés – Español – Inglés  
English – Spanish – English

Especies fiscales adheridas al final  
Fiscal stamps adhered at the end

 **OFFICIAL TRANSLATION** 

I, Ana Patricia Aragon Saenz, Official Translator of the Ministry of Foreign Affairs of the Republic of Costa Rica, appointed by Resolution N°336 of May 07<sup>th</sup>, 1980, published in La Gaceta No. 102 of May 29<sup>th</sup>, 1980, CERTIFY that the document received in PDF format to be translated from Spanish to English, **Certification**, says as follows:

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**JONATHAN ANDRÉS FACEY TORRES**  
304510668

**NUMBER ONE HUNDRED THREE:** Before me, **JONATHAN ANDRÉS FACEY TORRES**, Notary Public, with office open in the city of San José, Santa Ana, Santa Ana: Jorge Volio Corporate Center, behind the Catholic Church, there appear: **i) Ana Joice Navarro Gutiérrez**, of legal age, single, Legal Assistant, bearer of identity card number one – one thousand seven hundred sixty-seven – zero zero thirty-two, resident of San José, Santa Ana, behind the Catholic Church, Jorge Volio J. Corporate Center; and **ii) Adrián Lang Biolley**, of legal age, single, Legal Assistant, bearer of identity card number one – one thousand seven hundred forty-one – zero nine hundred sixty-nine, resident of San José, Santa Ana, behind the Catholic Church, Jorge Volio J. Corporate Center; **AND THEY STATE:** That they hereby incorporate a limited liability company, which shall be governed by the provisions of the Commercial Code of the Republic of Costa Rica and by the following clauses: **ARTICLES OF INCORPORATION: FIRST:** The term of the company shall be ninety-nine (99) years as from the date of its incorporation. **SECOND:** The domicile of the company shall be in San José, Santa Ana, Santa Ana: First Avenue, Jorge Volio J. Corporate Center. It may establish agencies or branches within or outside the country. The company may receive notifications at the following email address: jfacey@hulbertvolio.com. **THIRD:** The corporate purpose shall be, in general, the broad exercise of commerce, industry, livestock activities, tourism, rental services, urban development projects, export and import activities, representation of foreign companies, and in general any activity legally permitted. For the fulfillment of its purposes, the company may acquire, dispose of, lease out and lease in, mortgage and pledge any kind of movable or immovable property, enter into all types of contracts, and obtain loans from public or private persons or entities, as well as, in any manner permitted by law, acquire all kinds of movable and immovable property, dispose of or encumber them according to its needs. The company may grant sureties and guarantees in favor of partners and third parties, provided that the company obtains some benefit thereby, which shall be presumed by the mere granting thereof. **FOURTH:** The share capital is the sum of **TWELVE THOUSAND COLONES**, represented by **TWELVE (12)** registered quotas of **ONE THOUSAND**

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*Ana Patricia Aragón Sáenz*

**COLONES** each, of which the partner **Adrián Lang Biolley**, of the qualifications previously stated, pays and subscribes six (6) registered quotas of one thousand colones each, by means of a promissory note, and the partner **Ana Joice Navarro Gutiérrez**, of the qualifications previously stated, pays and subscribes six (6) registered quotas of one thousand colones each, also by means of a promissory note; both promissory notes are endorsed in favor of the company and deposited in the custody of Manager Two, which the undersigned Notary hereby certifies. The certificates representing said quotas, which may cover one or more quotas, shall be signed by Manager Two, and shall state that they are not transferable by endorsement. **FIFTH:** The company's business shall be managed by two (2) **MANAGERS**. In order to be a Manager of the company, it is not required to be a partner. Said officers shall be appointed by the Quota Holders' Assembly and shall hold office for the entire term of the company, unless removed by said Assembly. **SIXTH:** The judicial and extrajudicial representation of the company shall correspond to Manager One and Manager Two, who may act jointly or separately, with the powers of General Attorneys-in-Fact without limitation of amount, in accordance with Article one thousand two hundred fifty-three of the Civil Code. Said attorneys-in-fact may substitute, grant or delegate their powers, in whole or in part, whether or not reserving their exercise, revoke such substitutions or delegations, and grant new ones. The officers shall hold office for the entire term of the company, unless removed by the Quota Holders' Assembly. **SEVENTH:** The Quota Holders' Assembly is the supreme body of the company and shall express the collective will in matters within its competence. Any powers not attributed by law or by these Articles of Incorporation to another body shall correspond to the Quota Holders' Assembly. **EIGHTH:** The quota holders shall hold an ordinary Annual Assembly within the three months following the closing of the fiscal year. At said Assembly, when applicable, in addition to the matters included in the agenda, the matters set forth in Article ninety-four of the Commercial Code shall be addressed. **NINTH:** The Quota Holders' Assembly shall be convened by any of the Managers by means of a circular letter sent by mail, fax, or any other electronic data transmission method, with at least eight (8) business days' prior notice. The call may be waived when all partners are present and so agree, and such circumstance is recorded in the respective minutes. The quota holders' assemblies shall be held at the corporate domicile. **TENTH:** The Quota Holders' Assembly shall keep a book in which the minutes of its assemblies and meetings shall be recorded, indicating the place and date of the assembly, the names of those in attendance, the details of the resolutions adopted, and the vote count. The minutes shall be signed by all quota holders present. **ELEVENTH:**

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**ON THE HOLDING OF VIRTUAL SESSIONS:** The quota holders' assemblies may be validly held using electronic means, such as videoconferencing, which allow participants to fully and securely exercise and verifiably evidence their rights to voice and vote. Such assemblies shall comply with the principles of integrity, interactivity, and simultaneity, in such a manner that the rights of participation and information of all participants are guaranteed, and appropriate, verifiable, and documented records thereof are kept. **TWELFTH:** Both profits and losses shall be distributed among the quota holders in proportion to their participation in the company's equity. From the net profits of each annual fiscal year, five percent (5%) shall be allocated to the formation of a legal reserve fund until reaching ten percent (10%) of the share capital. **THIRTEENTH:** The corporate quotas may not be transferred to third parties without the prior and express consent of three-fourths of the share capital. In the event the proposed transfer is rejected, the company or the quota holders shall have a period of fifteen (15) business days to acquire the quotas to be transferred, under the same conditions as those offered to the rejected third parties. If the option is not exercised, the proposed transfer shall be deemed accepted. **FOURTEENTH:** The company shall be dissolved upon the expiration of the term for which it was incorporated or upon the occurrence of any of the causes provided for in Article two hundred one of the Commercial Code. In the event of dissolution of the company, its liquidation shall be carried out by a liquidator appointed by the Quota Holders' Assembly, who shall act in the manner and with the powers established by the resolution of appointment. The founders, having constituted themselves as a General Quota Holders' Assembly, hereby irrevocably agree as follows: i) To appoint to the position of **MANAGER ONE Mr. PRASHANT NARESH (given names) PATEL (surname)**, bearing a single surname due to his British nationality, of legal age, digital consultant, married, holder of passport number five five six nine five one nine seven eight, resident of seventeen Triq Is Sibbiena, Bahar Ic Caghaq, Malta NXR five zero six two; and ii) To appoint to the position of **MANAGER TWO Mr. JOHNNY VARGAS MORA**, of legal age, businessman, married once, holder of Costa Rican passport number three – zero three hundred thirty – zero five hundred eighty-eight, resident of Heredia, San Rafael, Santiago, Barrio La Suiza, three hundred meters south and one hundred meters west of the Banco de Costa Rica, who accepted their positions by means of a Power of Attorney Letter. I issue a first certified copy for the company. The contents having been read to the appearing party, he approved them, and together we signed in the city of San José, at eight hours, on the seventeenth day of November, two thousand twenty-five. \*\*\* ILLEGIBLE \*\*\* ILLEGIBLE \*\*\* JONATHAN FACEY TORRES \*\*\* THE FOREGOING IS

*And Patricia Aragon Sáenz*  
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*Ana Patricia Aragon S.*

A TRUE AND EXACT COPY OF DEED NUMBER ONE HUNDRED THREE, VISIBLE ON FOLIO ONE HUNDRED SEVENTEEN, FRONT SIDE, OF VOLUME THREE OF THE PROTOCOL OF THE UNDERSIGNED NOTARY PUBLIC. HAVING BEEN COMPARED WITH ITS ORIGINAL, IT WAS FOUND TO BE IN CONFORMITY AND IS HEREBY ISSUED AS A FIRST CERTIFIED COPY IN THE SAME ACT OF EXECUTION OF THE ORIGINAL INSTRUMENT. \*\*\* BY VIRTUE OF THE UNDERSIGNED NOTARY'S KNOWLEDGE OF THE ENGLISH LANGUAGE, THE FOREGOING IS TRANSLATED. \*\*\*

**\*\*Text in English\*\***

THE FOREGOING IS A TRUE AND EXACT COPY OF DEED NUMBER ONE HUNDRED - THREE, VISIBLE ON FOLIO ONE HUNDRED SEVENTEEN, FRONT SIDE, OF VOLUME THREE OF THE PROTOCOL OF THE UNDERSIGNED NOTARY PUBLIC. HAVING BEEN COMPARED WITH ITS ORIGINAL, IT WAS FOUND TO BE IN CONFORMITY AND IS HEREBY ISSUED AS A FIRST CERTIFIED COPY IN THE SAME ACT OF EXECUTION OF THE ORIGINAL INSTRUMENT. /S/ Jonathan Facey Torres

**SEAL:** Jonathan Andrés Facey Torres – Notary Public – Code 26156 – Costa Rica

**JONATHAN ANDRÉS FACEY TORRES**

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\*\*\*\*\***LAST LINE**\*\*\*\*\*

In faith of which, I issue this official translation, from Spanish into English, **Certification** consisting of **04** pages. I sign and seal in San Jose, on **January 14<sup>th</sup>, 2026**. The backside of every page is hereby annulled. The format of the original document is maintained.

**TRANSLATOR'S NOTE:** No fiscal species, since the fiscal stamp was eliminated by Article 8 of Law 10.586, published in Alcance No. 195 of La Gaceta No. 227.

🌐🌐🌐 **END OF OFFICIAL TRANSLATION** 🌐🌐🌐

**Ana Patricia Aragón Sáenz**

ID.-1-453-966

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**Agreement # 336-SE del 7/5/1980**

*Ana Patricia Aragón Sáenz*